

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM813793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heartland Dental, LLC		05/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Notes Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2961108	IMPROVIS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	038507-1115		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	05/30/2023		
Total Attachments: 5			
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CH \$40.00 2961108

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), dated as of May 22, 2023, is made by Heartland Dental, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of U.S. Bank Trust Company, National Association, as notes collateral agent (in such capacity, the “**Notes Collateral Agent**”) for the benefit of the Secured Parties in connection with that certain Indenture, dated as of May 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among Hadrian Intermediate Holdings Inc., a Delaware corporation (“**Holdings**”), Heartland Dental, LLC, a Delaware limited liability company (the “**Issuer**”), Heartland Dental Finance Corporation, a Delaware corporation (the “**Co-Issuer**”), the Guarantors party thereto from time to time, U.S. Bank Trust Company, National Association, as Trustee and Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of May 16, 2023 in favor of the Notes Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Notes Collateral Agent and the Secured Parties, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.
2. **Grant of Security Interest.** The Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property, such grant including, without limitation, those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks, including the right to receive all Proceeds therefrom (collectively, the “**Collateral**”), to the Notes Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by

the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. **Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby authorizes and requests that the Commissioner for Patents/Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall, at its sole expense, take all further actions necessary or desirable by the Notes Collateral Agent to record and perfect its security interest in and to the Collateral.

4. **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.

5. **Counterparts.** This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The exchange of signature pages by facsimile or electronic format (i.e., "pdf" or "tif") transmission shall constitute effective execution and delivery of this Agreement. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., "pdf" or "tif") shall be deemed to be their original signatures for all purposes.

6. **Governing Law:** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEARTLAND DENTAL LLC

as the Grantor

By: *Patrick Bauer*
Patrick Bauer (May 25, 2023 09:40 CDT)
Name: Patrick Bauer
Title: President and CEO

U.S. Bank Trust Company, National
Association,
as the Notes Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

Trademark	Country (State)	Filing Date	Serial/Appl . No.	Grant Date	Registration / Grant No.	Owner
IMPROVIS	USA	7/29/03	78/280,221	6/7/05	2961108	Heartland Dental, LLC