

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JDC Healthcare Management, LLC		09/29/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Credit Holdings Management LLC, as Collateral Agent
Street Address:	One Grand Central Station, Suite 2220
City:	New York
State/Country:	NEW YORK
Postal Code:	10165
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	97797433	NO MO YELLOW
Serial Number:	97797452	ALL SMILES ARE WELCOME HERE
Registration Number:	6215271	JEFFERSON DENTAL & ORTHODONTICS
Registration Number:	4985193	JEFFERSON DENTAL CARE
Registration Number:	4612439	GIVING REASONS TO SMILE SINCE 1967
Registration Number:	4576992	JEFFERSON DENTAL CLINICS
Registration Number:	4565323	
Registration Number:	3224460	EL AMIGO DE LA FAMILIA HISPANA!
Registration Number:	3158462	JEFFERSON DENTAL CLINICS

CORRESPONDENCE DATA

Fax Number: 2159887801

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.

Phone: 2159725942

Email: Sukhdeep.Gill@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP

Address Line 1: 1717 Arch Street Suite 400

Address Line 2: ATTN: Sukhdeep Gill

Address Line 4: Philadelphia, PENNSYLVANIA 19103

CH \$240.00 97797433

NAME OF SUBMITTER:	Sukhdeep Gill
SIGNATURE:	/Sukhdeep Gill/
DATE SIGNED:	10/02/2023
Total Attachments: 6 source=CLP_JDO - Trademark Security Agreement (Executed)#page1.tif source=CLP_JDO - Trademark Security Agreement (Executed)#page2.tif source=CLP_JDO - Trademark Security Agreement (Executed)#page3.tif source=CLP_JDO - Trademark Security Agreement (Executed)#page4.tif source=CLP_JDO - Trademark Security Agreement (Executed)#page5.tif source=CLP_JDO - Trademark Security Agreement (Executed)#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of September 29, 2023 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of CREDIT HOLDINGS MANAGEMENT LLC (“*CLP*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 29, 2023, (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among JDC HEALTHCARE MANAGEMENT, LLC, a Texas limited liability company (the “*Borrower*”), JEFFERSON MANAGEMENT HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), the other Subsidiaries of the Borrower signatory thereto as guarantors or hereafter designated as Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), CLP, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), and CLP, as the Collateral Agent (the Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*”, and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 29, 2023, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

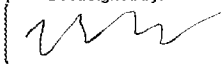
[Signature Pages Follow]

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.

JDC HEALTHCARE MANAGEMENT, LLC,
a Texas limited liability company, as a Grantor

By: *Mick McCormick*
Name: Mick McCormick
Title: Chief Executive Officer

**CREDIT HOLDINGS MANAGEMENT
LLC, as Collateral Agent**

DocuSigned by:

4134E66D6B06469

By: _____
Name: Upacala Mapatuna
Title: Authorized Signatory

SCHEDULE A

U.S. Trademarks and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
JDC HEALTHCARE MANAGEMENT, LLC	NO MO YELLOW	97797433	16-FEB-2023	—	—
JDC HEALTHCARE MANAGEMENT, LLC	ALL SMILES ARE WELCOME HERE	97797452	16-FEB-2023	—	—
JDC HEALTHCARE MANAGEMENT, LLC	JEFFERSON DENTAL & ORTHODONTICS	88893812	29-APR-2020	6215271	08-DEC-2020
JDC HEALTHCARE MANAGEMENT, LLC	JEFFERSON DENTAL CARE	86686526	08-JUL-2015	4985193	21-JUN-2016
JDC HEALTHCARE MANAGEMENT, LLC	GIVING REASONS TO SMILE SINCE 1967	86047632	26-AUG-2013	4612439	30-SEP-2014
JDC HEALTHCARE MANAGEMENT, LLC	JEFFERSON DENTAL CLINICS 	85915963	26-APR-2013	4576992	29-JUL-2014
JDC HEALTHCARE MANAGEMENT, LLC	Design Only 	85915049	25-APR-2013	4565323	08-JUL-2014

JDC HEALTHCARE MANAGEMENT, LLC	EL AMIGO DE LA FAMILIA HISPANA!	78761421	28-NOV- 2005	3224460	03-APR- 2007
JDC HEALTHCARE MANAGEMENT, LLC	JEFFERSON DENTAL CLINICS	78761425	28-NOV- 2005	3158462	17-OCT- 2006