

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENTAL ONE, INC.		05/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK U.S.A., as Collateral Agent		
Street Address:	2001 Ross Avenue		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87492949	SMILE FEARLESSLY	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
Correspondent Name:	Danielle Nelson c/o King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	FL 35		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	14868.015058		
NAME OF SUBMITTER:	Danielle Nelson		
SIGNATURE:	/s/ Danielle Nelson		
DATE SIGNED:	05/13/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2019, by DENTAL ONE, INC., a Delaware corporation (the “**Grantor**”), in favor of GOLDMAN SACHS BANK U.S.A., in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 11, 2016, by and among Dental One, Inc. (“**Company Representative**”), Dental Service Syndicate, LLC, a Delaware limited liability company (“**DSS**”) and SmileLogix, Inc., a Delaware corporation (“**SmileLogix**”, and together with Company Representative and DSS, the “**Companies**” and each, a “**Company**”), DENTALONE PARTNERS, INC., a Delaware corporation (“**Holdings**”), certain Subsidiaries of Holdings, as Grantors, the Lenders party thereto from time to time, and GOLDMAN SACHS BANK USA, as Administrative Agent, Collateral Agent, and Lead Arranger; (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the “**Credit Agreement**”), Lenders have agreed to make the Loans and certain financial accommodations to the Companies;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of October 11, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), as security for the Secured Obligations, each Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

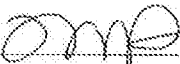
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DENTAL ONE, INC.

By: 
Name: Tonya Ramsey
Title: Senior Vice President, Chief Legal Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK U.S.A.,
as Collateral Agent

By:

Name: Greg Watts
Title: Authorized Signatory



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

DENTAL ONE, INC.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
SMILE FEARLESSLY	87492949	June 16, 2017	5522419	July 24, 2018	Registered