

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Orthodontic Partners Management, LLC		06/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Drive, 36th FL		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5845435	DIANA ALMY, D.D.S, M.S.	
Registration Number:	5845414	FREDBRACES	
Registration Number:	6000074	FREDERICKSBURG ORTHODONTICS	
Registration Number:	6040053	FREDERICKSBURG ORTHODONTICS DIANA ALMY,D	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@katten.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	386565-00192		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	06/14/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of June 11, 2021, by Southern Orthodontic Partners Management, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as Borrower, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of January 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of January 27, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) 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 each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SOUTHERN ORTHODONTIC
PARTNERS MANAGEMENT, LLC, a
Delaware limited liability company**

By: 
Name: Will Peebles
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:


**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Drew Guyette (Jan 9, 2021 11:58 CST)

Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations

Trademark Name	Registration Number	Registration Date
DIANA ALMY, D.D.S., M.S.	5845435	08/27/19
FREDBRACES	5845414	08/27/19
FREDERICKSBURG ORTHODONTICS	6000074	03/03/20
FREDERICKSBURG ORTHODONTICS DIANA ALMY, D.D.S, M.S. and Design 	6040053	04/28/20

Trademark Applications

None.