

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Absolute Dental Group LLC		06/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3305116	ABSOLUTE DENTAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5840		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco/		
<b>DATE SIGNED:</b>	06/28/2021		
<b>Total Attachments: 6</b>			
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**GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of June 1, 2021, is made by **Absolute Dental Group LLC**, a Delaware limited liability company (the “*Grantor*”)(as successor by assumption from Absolute Dental Management LLC, a Delaware limited liability company), in favor of Ares Capital Corporation, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity (and as successor by assignment from Bank of Montreal (“*BMO*”), “*Collateral Agent*”).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of January 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Absolute Dental Holdco, Inc., a Delaware corporation (“*Parent*”)(as successor by assumption from ADM Holdco, Inc., a Delaware corporation), its subsidiaries signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the Grantor, the lenders from time to time party hereto (each a “*Lender*” and, collectively, the “*Lenders*”), Ares Capital Corporation, a Maryland corporation, as administrative agent for the Lenders and Collateral Agent, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement (as defined in the Credit Agreement), the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, except as otherwise set forth in the Security Agreement, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the 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 Borrowers pursuant to the Credit Agreement, the 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 Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2.       GRANT OF SECURITY INTEREST.

The Grantor hereby pledges and grants a continuing security interest in and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance

of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*") and any such Trademarks acquired, created or developed during the term of the Credit Agreement, to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, the definition of "Trademark Collateral" shall not include any Excluded Collateral (as defined in the Security Agreement), including, for the avoidance of doubt, intent-to-use trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an "intent-to-use" basis, at which time such trademarks shall automatically and without further action by the parties be subject to the security interest granted by such Grantor to the Collateral Agent hereunder.

SECTION 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 Collateral Agent, for the benefit of 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 Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. ACKNOWLEDGMENT.

The 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 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.

SECTION 5. COUNTERPARTS.

This Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW.

This Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York. Each party to this Agreement hereby submits to the non-exclusive jurisdiction of the United States District Court

for the Southern District of New York and of any other court of the State of New York sitting in New York County, and any appellate court from any thereof, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form.

SECTION 7.       RELEASE.


On the Termination Date (as defined in the Credit Agreement), the Trademark Collateral shall be automatically released from the liens created by this Agreement and the other Security Documents, and this Agreement and the other Security Documents and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Credit Party under this Agreement and the other Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person. If any of the Trademark Collateral shall be sold, transferred, or otherwise disposed of by any Grantor to a Person other than another Grantor or a Subsidiary in a transaction expressly permitted by the Credit Agreement, such Collateral shall be automatically released from the liens created hereby and the Collateral Agent, at the sole cost and expense of a Grantor, shall execute and deliver all releases or other documents related thereto reasonably requested by the Grantor.

[Signature Page Follows]

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.


GRANTOR:

**ABSOLUTE DENTAL GROUP LLC**

By:   
\_\_\_\_\_  
Name: David Drzewiecki  
Title: Chief Executive Officer

COLLATERAL AGENT:

**ARES CAPITAL CORPORATION**

By:  \_\_\_\_\_

Name: Ian Fitzgerald

Title: Authorized Signatory

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

GRANTOR	COUNTRY/STATE	MARK	APPLICATION/ REGISTRATION NO.	APPLICATION/ REGISTRATION DATE
Absolute Dental Group LLC	US	ABSOLUTE DENTAL	3305116	October 9, 2007