

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P&R Dental Strategies, LLC		12/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88588663	DENTALERT	
Serial Number:	87711760	THE AUTHORITY ON DENTAL QUALITY	
Serial Number:	87711786	LEADERS IN QUALITY	
Serial Number:	87711795	ELITE STAR	
Serial Number:	87693252	P&R DENTAL STRATEGIES	
Serial Number:	87308884	MARKETVECTOR	
Serial Number:	87205747	GROUPPRACTICEIQ	
Serial Number:	87205778	DENTALMARKETWATCH	
Serial Number:	87205801	DENTALMARKETTRENDS	
Serial Number:	86830090	DENTABASE	
Serial Number:	86830312	DENTALMARKETIQ	
Serial Number:	86829311	DENTAQUAL	
Serial Number:	86829372	PRONTO	
Serial Number:	77794453	P&R DENTAL STRATEGIES	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

CH \$365.00 88588663

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 12/22/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 22nd day of December, 2021 by P&R Dental Strategies, LLC, a Delaware limited liability company (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (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 other loan parties party thereto, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement, dated the date hereof, among Grantee, Grantor, and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of 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 therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all 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 Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. 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 the provisions of this Agreement and the Guarantee and Collateral Agreement, 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 its benefit and the benefit of 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:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals, 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

(ii) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

For the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property (as defined in the Guarantee and Collateral Agreement).

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 law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

5. Counterparts. This 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 document.

6. 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 conflicts of laws principles.

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

P&R DENTAL STRATEGIES, LLC, a Delaware limited liability company

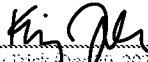
By: 

Name: Paul Sheils

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

By: Kimberly Trick (Dec 20, 2021, 10:54 MST)
Name: Kim Trick
Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
DENTALERT	88588663	8/22/2019	6196446	11/10/2020
THE AUTHORITY ON DENTAL QUALITY	87711760	12/7/2017	5613464	December 7, 2017
LEADERS IN QUALITY	87711786	12/7/2017	5681786	2/19/2019
ELITE STAR	87711795	12/7/2017	5681787	2/19/2019
P&R DENTAL STRATEGIES	87693252	11/21/2017	5636144	12/25/2018
MARKETVECTOR	87308884	1/20/2017	5376728	1/9/2018
GROUPPRACTICEIQ	87205747	10/17/2016	5722733	4/9/2019
DENTALMARKETWATCH	87205778	10/17/2016	5352290	12/5/2017
DENTALMARKETTRENDS	87205801	10/17/2016	5293139	7/25/2017
DENTABASE	86830090	11/24/2015	5291703	9/19/2017
DENTALMARKETIQ	86830312	11/24/2015	5581174	10/9/2018
DENTAQUAL	86829311	11/23/2015	5291700	9/19/2017
PRONTO	86829372	11/23/2015	5291701	9/19/2017
P&R DENTAL STRATEGIES	77794453	7/31/2009	3770554	4/6/2010