

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRAINE DENTAL MANAGEMENT, LLC		04/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK, as Agent		
Street Address:	25231 Grogans Mill Road		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6187741	CROWNS NOW	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	033725.000013		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/13/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 13, 2022, (this “**Agreement**”), between Straine Dental Management, LLC, a Delaware limited liability company (“**Grantor**”), and Woodforest National Bank in its capacity as administrative agent and collateral agent for the Lenders (together with its successors and assigns, in such capacities, “**Agent**”).

Reference is made to that certain Revolving Credit and Security Agreement, dated as of April 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and Agent. The Lenders (as defined below) have extended credit to Borrowers, subject to the terms and conditions set forth in the Security Agreement. Consistent with the requirements set forth in Section 7.7(b) of the Security Agreement, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of itself and the holders of the Obligations, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;
- E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- F. all rights corresponding to any of the foregoing; and
- G. to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Agreement shall not constitute a grant of a security interest in any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. **Security Agreement.** The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

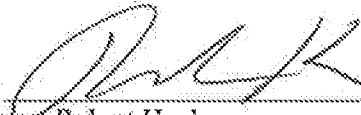
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STRAINE DENTAL MANAGEMENT, LLC
As Grantor

By: Kerry K. Straine
Name: Kerry K. Straine
Title: President

WOODFOREST NATIONAL BANK,
as Agent

By: 
Name: Robert Hoak
Title: Senior Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Straine Dental Management, LLC	6,187,741	CROWNS NOW
Straine Dental Management, LLC	625,425 (Louisiana)	CALL TODAY...SMILE TODAY
Straine Dental Management, LLC	625,429 (Louisiana)	YOUR PLACE FOR BEAUTIFUL SMILES
Straine Dental Management, LLC	694,164 (Louisiana)	LOUISIANA SMILE SAVER PLAN

TRADEMARK APPLICATIONS

None.