

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADG, LLC		03/05/2023	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6486548	HEALTHIER LIVES ONE SMILE AT A TIME	
Registration Number:	6553363	GREAT EXPRESSIONS DENTAL CENTERS	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/mp		
DATE SIGNED:	03/06/2023		
Total Attachments: 5			
source=GEDC - Second Lien Trademark Security Agreement Executed#page1.tif			
source=GEDC - Second Lien Trademark Security Agreement Executed#page2.tif			
source=GEDC - Second Lien Trademark Security Agreement Executed#page3.tif			

CH \$65.00 6486548

source=GEDC - Second Lien Trademark Security Agreement Executed#page4.tif

source=GEDC - Second Lien Trademark Security Agreement Executed#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of March 5, 2023, is between ADG, LLC, a Michigan limited liability company (“Grantor”), and ARES CAPITAL CORPORATION, as Administrative Agent (in such capacity, “Grantee”), for the benefit of itself, all financial institutions that from time to time become lenders (the “Lenders”) under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto;

WHEREAS, Grantor, as Borrower Representative, has entered into that certain Second Lien Credit Agreement dated as of September 28, 2016 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Borrowers and Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Grantee, as Administrative Agent, providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement dated as September 28, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in, to and under the Trademarks (other than Trademarks that constitute Excluded Property (as defined in the Security Agreement)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; and
- (2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement), including any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, without recourse to or warranty by Grantee, Grantee shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to Grantor.

This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank; signature page follows]


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

ADG, LLC

By: *Adesh Ramchandran*
Name: Adesh Ramchandran
Title: President and Chief Executive
Officer

Acknowledged:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Michael Dieber
Title: Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	App. No. & Date	Status	Reg. No.	Reg. Date	Owner
HEALTHIER LIVES ONE SMILE AT A TIME	87774761 January 29, 2018	Registered	6486548	September 14, 2021	ADG, LLC
GREAT EXPRESSIONS DENTAL CENTERS	90453367 January 7, 2021	Registered	6553363	November 9, 2021	ADG, LLC

TRADEMARK APPLICATIONS

None.