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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM821099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Light Wave Dental Management LLC		06/30/2023	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5912865	LIGHT WAVE DENTAL LIGHTING THE WAY IN GR
Serial Number:	97462395	LIGHTWAVE
Serial Number:	97473145	

CORRESPONDENCE DATA

Fax Number:

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.

Email: rlavalle@kslaw.com

Correspondent Name: Ryan La Valle
Address Line 1: 100 N. Wacker
Address Line 2: suite 3900

Address Line 4: chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Ryan LA VALLE
SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	06/30/2023

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2023, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC ("Monroe"), as Collateral Agent (in such capacity, together with its permitted successors and assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, LG LIGHTWAVE LLC, a Delaware limited liability company (the "Parent"), LIGHT WAVE HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), LIGHT WAVE DENTAL MANAGEMENT LLC, a Virginia limited liability company and a Subsidiary of Holdings (the "Borrower"), the Subsidiaries of the Credit Parties that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), Monroe, as administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns in such capacity, the "Administrative Agent") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "Agent"), have entered into the Revolving Credit and Term Loan Agreement, dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor is party to the Guaranty and Security Agreement dated as of June 30, 2023 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

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- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on **Schedule 1** hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).
- Section 3. <u>Guaranty and Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.
- Section 4. <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.
- Section 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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 counterpart.
- Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

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

LIGHT WAVE DENTAL MANAGEMENT LLC, as Grantor

By: Justin Jory

37024A288C624B3

Name: Justin Jory

Title: Chief Executive Officer

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SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Owner	Trademark	Registration Date	Registration Number
Light Wave Dental Management LLC	二 Light Wave Dental	11/19/2019	5912865

2. TRADEMARK APPLICATIONS

Owner	Trademark	Filing Date	Serial Number
Light Wave Dental Management LLC	LIGHTWAVE	6/16/2022	97462395
Light Wave Dental Management LLC		6/23/2022	97473145

3. TRADEMARK LICENSES

None.

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RECORDED: 06/30/2023