

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI203922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEMBERSY LLC		05/01/2024	Limited Liability Company: TEXAS
KLEER, LLC		05/01/2024	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	BANK OF MONTREAL		
Street Address:	151 W 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6185431	KLEER	
Registration Number:	5721125	KLEER	
Registration Number:	6333792	DENTAL CARE LIBERATED	
Registration Number:	5898675	MEMBERSY	
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:	2127288000		
Email:	IPDocketing@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York , NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	132662.00010		
NAME OF SUBMITTER:	HEATHER SCHNEIDER		
SIGNATURE:	HEATHER SCHNEIDER		
DATE SIGNED:	05/01/2024		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated May 1, 2024, is made by each Person listed on the signature pages hereof as a Grantor (collectively, the “Grantors”) in favor of Bank of Montreal (“BMO”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of May 1, 2024 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among MBK INTERMEDIATE CO, LLC, a Delaware limited liability company (the “Borrower”), MBK MIDCO, LLC, a Delaware limited liability company (“Holdings”), the Lenders and L/C Issuers from time to time party thereto and BMO, as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”) and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”) and (ii) each agreement relating to Credit Product Arrangements. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrower or a Subsidiary on the terms and conditions set forth in the Credit Agreement and the Credit Product Providers have agreed to enter into and/or maintain Credit Product Arrangements, on the terms and conditions set forth in the Credit Agreement or in such agreements relating to Credit Product Arrangements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to Issue Letters of Credit and the obligation of the Credit Product Provider to enter into and/or maintain such Credit Product Arrangements, each Grantor has executed and delivered that certain Security Agreement dated as of March [●], 2024 (or a supplement thereto), made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title

and interest in, to and under any and all of the following assets and properties, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office 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, to the extent that, and 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 federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

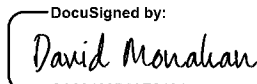
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

MEMBERSY LLC, as a Grantor


By: 
Name: David Monahan
Title: Chief Executive Officer

KLEER, LLC, as a Grantor

By: 
Name: David Monahan
Title: Chief Executive Officer

COLLATERAL AGENT:

BANK OF MONTREAL, as Collateral Agent

By: 
Name: Jared Rieger
Title: Director

By: *Charles Rice AA*
Name: Charles (Reggie) Rice
Title: BMO Bank N.A., Portfolio Manager,
Cross Border Credit

SCHEDULE A

UNITED STATES TRADEMARKS

UNITED STATES REGISTERED TRADEMARKS

Mark	Country	Reg. No. (Ser. No)	Reg. Date	Owner of Record	Status
KLEER	US	6,185,431	10/27/2020	Kleer, LLC	Registered.
KLEER	US	5,721,125	04/09/2019	Kleer, LLC	Registered.
DENTAL CARE LIBERATED	US	6,333,792	04/27/2021	Kleer, LLC	Registered.
MEMBERSY	US	5,898,675	10/29/2019	MEMBERSY LLC	Registered.

UNITED STATES TRADEMARK APPLICATIONS

NONE.