

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4620651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED SECOND LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
YOUNG DENTAL MANUFACTURING I, LLC	05/03/2017

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D637735
Patent Number:	D637736
Patent Number:	D637734
Patent Number:	D575402
Patent Number:	7762813
Patent Number:	6146140
Patent Number:	5924865
Patent Number:	5964590
Patent Number:	5938438
Patent Number:	5895218
Patent Number:	6527552
Patent Number:	9017073
Patent Number:	D716946
Patent Number:	6089866

CORRESPONDENCE DATA

Fax Number: (312)558-5700

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.

Phone: (312) 558-6352
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Correspondent Name: MICHELLE FOY, WINSTON & STRAWN LLP
Address Line 1: 35 WEST WACKER DRIVE
Address Line 2: SUITE 4200
Address Line 4: CHICAGO, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	13322.8
NAME OF SUBMITTER:	MICHELLE FOY
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	09/29/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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AMENDED AND RESTATED SECOND LIEN PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECOND LIEN PATENT SECURITY AGREEMENT (this "Agreement") made as of this 3rd day of May, 2017 by YOUNG DENTAL MANUFACTURING I, LLC, a Missouri limited liability company ("Grantor"), in favor of ARES CAPITAL CORPORATION, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Young Innovations, Inc., a Missouri corporation and the parent of Grantor as "Borrower", the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Second Lien Credit Agreement dated as of May 30, 2014 (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 Second Lien Guarantee and Collateral Agreement dated as of May 30, 2014 among Grantee, Grantor, the Borrower 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 Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

WHEREAS, this Agreement amends and restates, in its entirety, the Second Lien Patent Security Agreement, dated as of May 30, 2014 among Grantor and Grantee.

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 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 Patent 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 "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, all patentable inventions and all inventions and improvements described and claimed thereon; and
- (ii.) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Termination. This Agreement shall terminate and the lien on and security interest in the Patent 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 Patent Collateral granted herein, all without representation or warranty.

4. 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.

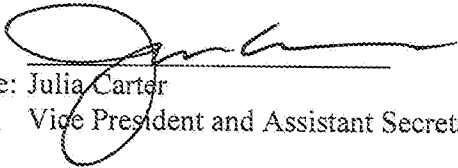
5. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Agent pursuant to or in connection with this Agreement, certain terms of this Agreement and the exercise of certain rights and remedies by the Agent in connection herewith are subject to the provisions of the Amended and Restated Intercreditor Agreement dated as of October 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Golub Capital Markets LLC, as the First Lien Agent, Ares Capital Corporation, as Second Lien Agent, and the Loan Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

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

YOUNG DENTAL MANUFACTURING, LLC,
a Missouri limited liability company

By: 
Name: Julia Carter
Title: Vice President and Assistant Secretary


Agreed and Accepted
As of the Date First Written Above:

ARES CAPITAL CORPORATION,
as Agent

By:

Name:

Title:



MARK AFFOLTER
AUTHORIZED SIGNATORY

Schedule A

Patent Registrations

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Current Owner/ Applicant
DENTAL PASTE CUP HOLDER	Granted	29/376,891	13-Oct-2010	D637735	10-May-2011	Young Dental Manufacturing I, LLC
DENTAL PASTE CUP HOLDER	Granted	29/376,892	13-Oct-2010	D637736	10-May-2011	Young Dental Manufacturing I, LLC
DENTAL PASTE CUP HOLDER	Granted	29/376,887	13-Oct-2010	D637734	10-May-2011	Young Dental Manufacturing I, LLC
DISPOSABLE PROPHYLAXIS	Granted	29/230,581	23-May-2005	D575402	19-Aug-2008	Young Dental Manufacturing I, LLC
DISPOSABLE PROPHYLAXIS ANGLE	Granted	11/890,110	03-Aug-2007	7762813	27-Jul-2010	Young Dental Manufacturing I, LLC
DENTAL PROPHYLAXIS CUP	Granted	09/348,521	7-Jul-99	6146140	14-Nov-00	Young Dental Manufacturing I, LLC
CHUCK WITH A PUSH BUTTON RELEASE FOR A DENTAL/MEDICAL DEVICE	Granted	08/928,549	12-Sep-97	5924865	20-Jul-99	Young Dental Manufacturing I, LLC
PERMANENTLY LUBRICATED DENTAL PROPHYLAXIS ANGLE	Granted	09/039,300	14-Mar-98	5964590	12-Oct-99	Young Dental Manufacturing I, LLC
DENTAL COMPOUND APPLICATOR	Granted	09/074,986	8-May-98	5938438	17-Aug-99	Young Dental Manufacturing I, LLC
DENTAL TRAY	Granted	09/131,476	10-Aug-98	5895218	20-Apr-99	Young Dental Manufacturing I, LLC
LUBRICATED DISPOSABLE PROPHYLAXIS ANGLE	Granted	09/880,326	13-Jun-01	6527552	4-Mar-03	Young Dental Manufacturing I, LLC
DISPOSABLE PROPHYLAXIS ANGLE WITH IMPROVED GEAR RETAINER	Application Pending	13/682,862	21-Nov-12	9017073	28-Apr-15	Young Dental Manufacturing I, LLC

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Current Owner/ Applicant
DENTAL HANDPIECE	Application Pending	29445364	11- Feb- 2013	D716946	4-Nov-14	Young Dental Manufacturing I, LLC
DRIVE SHAFT RETENTION MEANS FOR PROPHY ANGLE	Granted	09/021,980	11-Feb- 1998	6089866	18-Jul- 2000	Young Dental Manufacturing I, LLC