

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4681123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN EAGLE INSTRUMENTS, LLC	11/07/2017
YOUNG DENTAL MANUFACTURING I, LLC	11/07/2017
YOUNG INNOVATIONS, INC.	11/07/2017
YOUNG MICROBRUSH, LLC	11/07/2017
YOUNG OS LLC	11/07/2017
YOUNG PS ACQUISITIONS, LLC	11/07/2017
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 55	
Property Type	Number
Application Number:	09962150
Application Number:	08639401
Application Number:	09171951
Application Number:	10020250
Application Number:	08928549
Application Number:	15239870
Application Number:	29548917
Application Number:	14193857
Application Number:	29445364
Application Number:	10367176
Application Number:	29376891
Application Number:	29376892
Application Number:	29376887
Application Number:	09348521
Application Number:	29453906

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Property Type	Number
Application Number:	15148484
Application Number:	09131476
Application Number:	09177507
Application Number:	29230581
Application Number:	11890110
Application Number:	13682862
Application Number:	09021980
Application Number:	15022353
Application Number:	14653108
Application Number:	14427469
Application Number:	29148605
Application Number:	09718379
Application Number:	09545510
Application Number:	29483572
Application Number:	29483581
Application Number:	09960960
Application Number:	09880326
Application Number:	09853772
Application Number:	09661805
Application Number:	09200916
Application Number:	10965825
Application Number:	29483582
Application Number:	29483574
Application Number:	29199700
Application Number:	29250082
Application Number:	29250089
Application Number:	09039300
Application Number:	29524640
Application Number:	29524622
Application Number:	29483576
Application Number:	12635211
Application Number:	13891045
Application Number:	11494395
Application Number:	29483570
Application Number:	29189714
Application Number:	29207581
Application Number:	13624352
Application Number:	14597880

Property Type	Number
Application Number:	29563672
Application Number:	09074986

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	11/09/2017
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Total Attachments: 11

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made as of November 7, 2017, between each signatory hereto (each, a “Grantor”) in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of November 7, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Patent Security Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of each Grantor and (ii) agreed to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”): all patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 1 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 3. Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 4. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AMERICAN EAGLE INSTRUMENTS,
LLC
YOUNG DENTAL MANUFACTURING
I, LLC
YOUNG INNOVATIONS, INC.
YOUNG MICROBRUSH, LLC
YOUNG OS LLC
YOUNG PS ACQUISITIONS, LLC,
each as a Grantor

By: 

Name: David Sproat

Title: President

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

Schedule 1

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Owner
APPLICATOR HAVING A BREAK AWAY CUP	Granted	09/962,150	26-Sep-2001	6357947	19-Mar-2002	Young Microbrush, LLC
AUTOCLAVABLE DENTAL HANDPIECE WITH DISPOSABLE HIGH SPEED TURBINE	Granted	08/639,401	29-Apr-96	5797743	25-Aug-98	Young Dental Manufacturing I, LLC
AUTOCLAVABLE DENTAL HANDPIECE WITH DISPOSABLE HIGH SPEED TURBINE	Granted	09/171,951	28-Oct-98	6186784	13-Feb-01	Young Dental Manufacturing I, LLC
BRISTLES OF AN APPLICATOR PRODUCED IN A LASER MILLED MOLD	Granted	10/020,250	18-Dec-2001	6709621	23-Mar-2004	Young Microbrush, 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
DENTAL DISPENSING TIP	Pending	15/239870	18-Aug-2016			Young Microbrush, LLC
DENTAL DISPENSING TIP	Granted	29/548917	17-Dec-2015	D785797	2-May-2017	Young Microbrush, LLC
DENTAL DISPENSING TIP AND METHOD OF MANUFACTURING	Granted	14193857	28-Feb-2014	9427079	30-Aug-2016	Young Microbrush, LLC
DENTAL HANDPIECE	Granted	29/445,364	11-Feb-2013	D716946	4-Nov-2014	Young Dental Manufacturing I, LLC

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Owner
DENTAL INSTRUMENTS FOR USE WITH ULTRASONIC HANDPIECES	Granted	10/367,176	14-Feb-03	6722882	20-Apr-04	Young OS LLC
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
DENTAL PROPHYLAXIS CUP	Granted	09/348,521	7-Jul-99	6146140	14-Nov-00	Young Dental Manufacturing I, LLC
DENTAL SCALER	Granted	29/453906	03 – May - 2013	D718,859	02 – Dec - 2014	American Eagle Instruments, LLC
DENTAL SOLUTION DISPENSER AND METHODS OF USE	Pending	15/148484	6-May-2016			Young Microbrush, LLC
DENTAL TRAY	Granted	09/131,476	10-Aug-98	5895218	20-Apr-99	Young Dental Manufacturing I, LLC
DISPENSER FOR LIQUID APPLICATOR	Granted	09/177,507	23-Oct-1998	6202891	20-Mar-2001	Young Microbrush, 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

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Owner
DISPOSABLE PROPHYLAXIS ANGLE WITH IMPROVED GEAR RETAINER	Granted	13/682,862	21-Nov-12	9017073	28-Apr-2015	Young Dental Manufacturing I, LLC
DRIVE SHAFT RETENTION MEANS FOR PROPHY ANGLE	Granted	09/021980	11-Feb-1998	6089866	18-Jul-2000	Young Dental Manufacturing I, LLC
ELECTRICAL DISCHARGE IRRIGATOR APPARATUS AND METHOD	Pending	15/022353	16-Mar-2016			American Eagle Instruments, Inc.
ELECTRICAL DISCHARGE IRRIGATOR APPARATUS AND METHOD	Pending	14/653108	17-Jun-2015			American Eagle Instruments, Inc.
ELECTRICAL DISCHARGE IRRIGATOR APPARATUS AND METHOD	Pending	14/427469	11-Mar-2015			American Eagle Instruments, Inc.
ELONGATED APPLICATOR HANDLE HAVING A DISTRIBUTOR AT BOTH ENDS	Granted	29/148,605	25-Sep-2001	D469180	21-Jan-2003	Young Microbursh, LLC
FLOW THROUGH APPLICATOR WITH RESILIENT TIP	Granted	09/718,379	24-Nov-2000	6334774	01-Jan-2002	Young Microbursh, LLC
FLUID APPLICATOR	Granted	09/545,510	07-Apr-2000	6238120	29-May-2001	Young Microbursh, LLC
FOCUSED TISSUE BORING TIP WITH WATER VENT	Granted	29/483572	28-Feb-2014	D740423	6-Oct-2015	American Eagle Instruments, Inc.

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Owner
IRRIGATION TIP	Granted	29/483581	28-Feb-2014	D740940	13-Oct-2015	American Eagle Instruments, Inc.
LIQUID APPLICATOR	Granted	09/960,960	25-Sep-2001	6673031	06-Jan-2004	Young Microbursh, LLC
LUBRICATED DISPOSABLE PROPHYLAXIS ANGLE	Granted	09/880,326	13-Jun-01	6527552	4-Mar-03	Young Dental Manufacturing I, LLC
INSERT FOR A NOZZLE OF A FLOW THROUGH LIQUID APPLICATOR AND COMBINATION THEREOF	Granted	09/853,772	14-May-2001	6537239	25-Mar-2003	Young Microbursh, LLC
METHOD AND SYSTEM FOR APPLYING MINUTE BRISTLES TO A FLOW THROUGH APPLICATOR	Granted	09/661,805	14-Sep-2000	6376025	23-Apr-2002	Young Microbursh, LLC
METHOD FOR EMPLOYING LIGHT FROM A LASER GENERATOR BEAM TO ASSIST IN AIMING A GOLF BALL AND APPARATUS THEREFOR	Granted	09/200,916	30-Nov-1998	6007436	28-Dec-1999	Young Microbursh, LLC
METHOD FOR INJECTION MOLDING A PLASTIC MONOLITH	Granted	10/965,825	18-Oct-2004	7419626	02-Sep-2008	Young Microbursh, LLC

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Owner
MODIFIED IRRIGATION TIP	Granted	29/483,582	28-Feb-2014	D742515	3-Nov-2015	American Eagle Instruments, Inc.
MULTI-DIRECTIONAL TISSUE REAMER TIP	Granted	29/483574	28-Feb-2014	D733,882	7-Jul-2015	American Eagle Instruments, Inc.
PERIODONTAL SCALING TIP FOR ULTRASONIC DENTAL HANDPIECE	Granted	29/199,700	18-Feb-04	D540945	17-Apr-07	Young OS LLC
PERIODONTAL SCALING TIP FOR ULTRASONIC DENTAL HANDPIECE	Granted	29/250,082	1-Nov-06	D558346	25-Dec-07	Young OS LLC
PERIODONTAL SCALING TIP FOR ULTRASONIC DENTAL HANDPIECE	Granted	29/250,089	1-Nov-06	D558347	25-Dec-07	Young OS LLC
PERMANENTLY LUBRICATED DENTAL PROPHYLAXIS ANGLE	Granted	09/039,300	14-Mar-98	5964590	12-Oct-99	Young Dental Manufacturing I, LLC
PROPHY PASTE CUP	Granted	29/524640	22-Apr-2015	D758884	14-Jun-2016	Young Innovations, Inc.
PROPHY PASTE CUP	Granted	29/524622	22-Apr-2015	D758883	14-Jun-2016	Young Innovations, Inc.
SINGLE VENT DIRECTIONAL REAMER TIP	Granted	29/483576	28-Feb-2014	D734463	14-Jul-2015	American Eagle Instruments, Inc.
STERILIZATION CASSETTE	Granted	12/635211	10 - Dec - 2009	8,485,567	16 - Jul - 2003	American Eagle Instruments, LLC

Application Title	Status	App. #	Filing Date	Patent #	Issue Date	Owner
STERILIZATION CASSETTE	Granted	13/891045	9 – May-2013	9,084,834	21 – Jul-2015	American Eagle Instruments, LLC
TIP WRENCH FOR ULTRASONIC DENTAL TOOL	Granted	11/494,395	26-Jul-06	7604479	20-Oct-09	Young Innovations, Inc.
TISSUE BORING DRILL TIP	Granted	29/483570	28-Feb-2014	D733881	7-Jul-2015	American Eagle Instruments, Inc.
TOOTHBRUSH	Granted	29/189,714	09-Sep-2003	D489184	04-May-2004	Young PS Acquisitions, LLC
TOOTHBRUSH	Granted	29/207,581	15-Jun-2004	D502000	22-Feb-2005	Young PS Acquisitions, LLC
ULTRASONIC TOOL		13/624352	21 – Sep - 2012	8,961,176	24 – Feb - 2015	American Eagle Instruments, LLC
ULTRASONIC TOOL	Pending	14/597,880	15-Jan-2015	N/A	N/A	American Eagle Instruments, LLC
DENTAL SOLUTION PEN APPLICATOR	Granted	29/563,672	6-May-2016	D799040	3-Oct-2017	Young Microbrush, LLC
DENTAL COMPOUND APPLICATOR	Granted	09/074986	8-May-1998	5938438	17-Aug-1999	Young Dental Manufacturing I, LLC