

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6725756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
AMERICAN EAGLE INSTRUMENTS, LLC	05/24/2021
YOUNG INNOVATIONS, INC.	05/24/2021
YOUNG MICROBRUSH, LLC	05/24/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	JEFFERIES FINANCE LLC
<b>Street Address:</b>	520 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022

**PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	D839436
Patent Number:	10245120
Patent Number:	10292487
Patent Number:	D823473
Patent Number:	D838856
Patent Number:	D879960
Application Number:	15899477

**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.*

**Phone:** 2127013365  
**Email:** ecarrera@cahill.com  
**Correspondent Name:** ELAINE CARRERA, SENIOR PARALEGAL  
**Address Line 1:** 32 OLD SLIP  
**Address Line 2:** C/O CAHILL GORDON & REINDEL LLP  
**Address Line 4:** NEW YORK, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	41260.0333
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PATENT

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	05/24/2021
<b>Total Attachments: 5</b> source=C - YI - Second Lien Patent Security Agreement#page2.tif source=C - YI - Second Lien Patent Security Agreement#page3.tif source=C - YI - Second Lien Patent Security Agreement#page4.tif source=C - YI - Second Lien Patent Security Agreement#page5.tif source=C - YI - Second Lien Patent Security Agreement#page6.tif	

**SECOND LIEN PATENT SECURITY AGREEMENT**

This SECOND LIEN PATENT SECURITY AGREEMENT (this “Agreement”) is made as of May 24, 2021, between the signatory hereto (the “Grantor”) in favor of JEFFERIES FINANCE LLC (“Jefferies”), 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 supplemented by that certain Supplement No. 1, dated as of March 13, 2018, by Young Mydent, LLC, a Delaware limited liability company, in favor of the Collateral Agent and that certain Supplement No. 2, dated as of March 13, 2018, by Promident Holdings, Inc., a Delaware corporation, Promident LLC, a New York limited liability company, and ValuDent LLC, a New York limited liability company, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the 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 the Grantor and (ii) agreed to execute this 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 of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the 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 Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as of

the date hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

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


SECTION 5. Conflict Provision. This 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 Intellectual Property 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.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated November 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Jefferies, as First Lien Agent, Jefferies, as Second Lien Agent, each Additional First Lien Representative and Additional Second Lien Representative from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

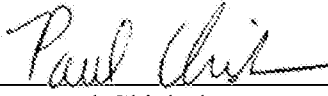
AMERICAN EAGLE INSTRUMENTS, LLC  
YOUNG INNOVATIONS, INC.  
YOUNG MICROBRUSH, LLC,  
each, as a Grantor

By:   
Name: David Sproat  
Title: President

JEFFERIES FINANCE LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

JEFFERIES FINANCE LLC,  
as Collateral Agent

By:   
Name: Paul Chisholm  
Title: Managing Director

Schedule 1

U.S. Patents and Applications:

	<b>Owner</b>	<b>Patent Title</b>	<b>Appl. No. Filing Date</b>	<b>Patent No. Issue Date</b>
1.	American Eagle Instruments, LLC	Dental Instrument with Removable Dental Tip and Method of Assembly	15899477 02/20/2018	Publication No. 20180235727 08/23/2018
2.	Young Innovations, Inc.	Prophy Cup Shield Assembly	29572905 08/01/2016	D839436 01/29/2019
3.	Young Innovations, Inc.	Method of Manufacture of a Dental Prophy Angle	15433897 02/15/2017	10245120 04/02/2019
4.	Young Microbrush, LLC	Dental Dispensing Tip	15861101 01/03/2018	10292487 05/21/2019
5.	Young Microbrush, LLC	Dental Matrix Ring	29597733 03/20/2017	D823473 07/17/2018
6.	Young Microbrush, LLC	Dental Matrix Ring	29643420 04/09/2018	D838856 01/22/2019
7.	Young Microbrush, LLC	Dental Solution Pen Applicator	29619805 10/02/2017	D879960 03/31/2020