

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orthodontic Partners, LLC		10/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC CREDIT AGENCY SERVICES, LLC, AS AGENT		
Street Address:	c/o LBC Credit Partners, Inc., 555 East Lancaster Ave, Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88652638	ORTHODONTIC PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Ortho 2080125.0007		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	10/12/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2021, is made by each of the entities listed on the signature pages hereof (each a “Debtor” and, collectively, the “Debtors”), in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below (“Agent”).

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement dated as of October 12, 2021, among the Borrowers, Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, the “Credit Agreement”), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers;

WHEREAS, each Debtor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of October 12, 2021 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, all of the Debtors are party to the Security Agreement pursuant to which the Debtors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to enter into the Credit Agreement and make extensions of credit to Borrowers thereunder, each Debtor hereby agrees with Agent and each Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Debtor, hereby grants to Agent, for its benefit and the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Debtor, but excluding any Excluded Property of such Debtor (the “Trademark Collateral”):

(a) all of its Trademarks, other than Trademarks that are Excluded Property, and all Intellectual Property licenses providing for the grant by or to such Debtor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Debtor Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, such Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new Trademarks, the provisions of this Trademarks Security Agreement shall automatically apply thereto. Without limiting Debtor's obligations under this Section, Debtor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks rights of each Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

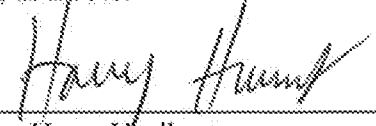
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (except Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[Signature Pages Follow]

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

ORTHODONTIC PARTNERS,
LLC, as Debtor

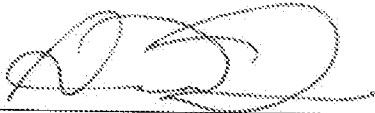
By: 

Name: Harry Hurlburt


Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC,
as Agent

By: 
Name: David E. Fraimow
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application Date and Number	Registration Date and Number	Owner
 ORTHODONTIC PARTNERS	October 13, 2019 88652638	May 19, 2020 6057834	Orthodontic Partners, LLC