

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DentaQuest, LLC		01/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road		
Internal Address:	Attn: Katherine Bass, Portfolio Manager-DentaQuest		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2686273	DENTAQUEST	
Registration Number:	3673476	HEALTHY MOUTHS, HAPPY SMILES.	
Registration Number:	3800775	EYEQUEST	
Registration Number:	3317318	SMILING STORK	
Registration Number:	4264998	PREVENTISTRY	
Registration Number:	5408198	THE DENTAL COMPANY WITH VISION	
Registration Number:	5539581	THE DENTAL COMPANY WITH VISION	
Serial Number:	87734355	DENTALINQ	
Serial Number:	88059932	WELCOME TO PREVENTISTRY	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		

OP \$240.00 2686273

Address Line 4:	Atlanta, GEORGIA 30309
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	01/02/2020
Total Attachments: 4 source=Truist-DentaQuest -- Trademark Security Agreement (Executed 2020.01.02)#page1.tif source=Truist-DentaQuest -- Trademark Security Agreement (Executed 2020.01.02)#page2.tif source=Truist-DentaQuest -- Trademark Security Agreement (Executed 2020.01.02)#page3.tif source=Truist-DentaQuest -- Trademark Security Agreement (Executed 2020.01.02)#page4.tif	

TRADEMARK SECURITY AGREEMENT dated as of January 2, 2020 (this “Agreement”), among DENTAQUEST, LLC, a Delaware limited liability company (the “Grantor”) and TRUIST BANK, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of January 2, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

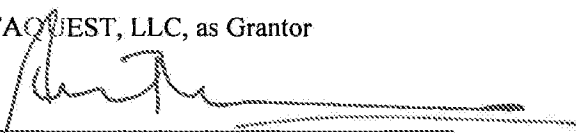
SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DENTACQUEST, LLC, as Grantor

By: 


Name: Akhil Sharma

Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006829 FRAME: 0191

TRUIST BANK, as Collateral Agent

By: _____

Name: Ben Cumming
Title: Managing Director

Schedule I

<u>Trademark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DENTAQUEST	DentaQuest, LLC	2,686,273	2/11/03
HEALTHY MOUTHS HAPPY SMILES	DentaQuest, LLC	3,673,476	8/25/09
EYEQUEST	DentaQuest, LLC	3,800,775	6/8/10
SMILING STORK	DentaQuest, LLC	3,317,318	10/23/07
PREVENTISTRY	DentaQuest, LLC	4,264,998	12/25/12
THE DENTAL COMPANY WITH VISION	DentaQuest, LLC	5,408,198	5/16/16
THE DENTAL COMPANY WITH VISION	DentaQuest, LLC	5,539,581	8/14/18
DENTALINQ	DentaQuest, LLC	87/734355	12/26/17
WELCOME TO PREVENTISTRY	DentaQuest, LLC	88/059932	7/31/18