

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dental Associates Family and Specialty Care, LLC		09/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2692601	DAL DENTAL ASSOCIATES, LTD.	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (156735-01001 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	156735-01001		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/17/2020		
Total Attachments: 5			
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "**Amendment**"), effective as of July 5, 2020, by DENTAL ASSOCIATES FAMILY AND SPECIALTY CARE, LLC, a Delaware limited liability company ("**Grantor**") in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution, as successor in interest to MB Financial Bank, N.A. ("**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of July 2009 (as amended, modified, supplemented and/or restated from time to time, the "**Trademark Agreement**"; all capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Trademark Agreement), whereby Grantor granted and reaffirmed its prior grant to Grantee of a continuing security interest in Grantor's entire right, title and interest in the Trademark Collateral;

WHEREAS, concurrently herewith Grantor and Grantee are entering into that certain Sixth Amendment to the Second Amended and Restated Credit Agreement dated as of February 16, 2016 and in connection therewith have agreed to amend the Trademark Agreement to update Schedule 1 thereto;

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 and Grantee agree as follows:

1. Section 2 of the Trademark Agreement is hereby deleted and replaced with the following:

2. Grant and Reaffirmation of Grant of Security Interests. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Grantee, its successors and assigns, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the "**Trademark Collateral**");

(i) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, and all registrations and applications therefore, together with the goodwill of the business symbolized thereby, as filed in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all renewals thereof, including those listed on Schedule I (the "**Trademarks**"),

(ii) all goodwill of the business symbolized by the Trademarks

excluding, any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law, and

(iii) all products and proceeds of the forgoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Schedule 1 to the Trademark Agreement is hereby deleted and replaced with Schedule I hereto.

3. Section 3 of the Trademark Agreement is hereby deleted and replaced with the following:

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Grantee herein are granted in furtherance, and not in limitation of, the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

[Signatures on Following Page]

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

DENTAL ASSOCIATES FAMILY AND
SPECIALTY CARE, LLC, a Delaware limited
liability company

By: 

Name: Thomas G. Manos

Its: President

Agreed and Accepted
as of the first date written above:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
a federally chartered institution

By: _____

Name: Jamie Camarena

Its: Assistant Vice President

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

DENTAL ASSOCIATES FAMILY AND
SPECIALTY CARE, LLC, a Delaware limited
liability company

By: _____
Name: Thomas G. Manos
Its: President

Agreed and Accepted
as of the first date written above:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
a federally chartered institution

By: _____
Name: Jamie Camarena
Its: Assistant Vice President

Schedule I

Unregistered Tradenames/Unregistered Marks:

Mark	Country	Requestor Number	Registration Date
Dental Associates, Ltd.	USA	2692601	March 4, 2003

Domain Names:

daaffiliates.com

dentalassoc.info

dentalassoc.net

dentalassoc.news

dentalassoc.site

dentalassoc.us

dentalassociates.com

dentalassociatesdiscountplan.com

ironblockbuilding.com

ironblockmilwaukee.com

yannis.com