ETAS ID: TM626020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
DDS LAB, LLC		02/12/2021	Limited Liability Company: FLORIDA	

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Agent		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4333606	DDS LAB
Registration Number:	4226949	FIERCE
Registration Number:	4687892	ORTHOVAULT

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 4044435626

Email: tlockley@mcguirewoods.com Tequira Lockley - Paralegal **Correspondent Name:**

1230 Peachtree Street, N.E., Suite 2100 Address Line 1:

Address Line 2: McGuireWoods LLP Address Line 4: Atlanta, GEORGIA 30309

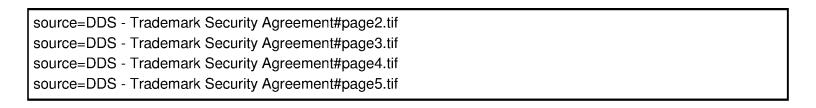
ATTORNEY DOCKET NUMBER:	2060236.0180
NAME OF SUBMITTER:	Tequira Lockley
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	02/12/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2021, is made by DDS LAB, LLC, a Florida limited liability company ("<u>Grantor</u>"), in favor of Capital One, National Association ("<u>Capital One</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 12, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein:

WHEREAS, Grantor has agreed, pursuant to the Guaranty and Security Agreement dated as of February 12, 2021 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on <u>Schedule 1</u> hereto;
 - (b) all renewals 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.

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- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Counterparts.</u> 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.
- Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

DDS LAB, LLC, a Florida limited liability company, as Grantor

company, as Grantor

A. M. D. M.

By:_______Name: Phillip S. Smith, II

Title: Assistant Secretary

ACCEPTED AND AGREED as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,

as Agent

By: Anthony B. Sendik
Name: Anthony B. Sendik

Title: Its Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Application Serial	Application	Registration	Registration
		Number	Date	Number	Date
DDS LAB,	DDS LAB	85512805	01/10/2012	4333606	05/14/2013
LLC					
DDS LAB,	FIERCE	85366365	07/08/2011	4226949	10/16/2012
LLC					
DDS LAB,	ORTHOVAULT	86312831	06/18/2014	4687892	02/17/2015
LLC					

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RECORDED: 02/12/2021