

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DECA DENTAL MANAGEMENT, LLC		08/26/2021	Limited Liability Company: TEXAS
REIGN DECA DENTAL MANAGEMENT LLC		08/26/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6232674	SAFE TEETH FIRST
Registration Number:	4912875	M METROCARE DENTAL PLAN
Registration Number:	4849577	IDEAL SMILES
Registration Number:	4922162	DECA DENTAL GROUP
Registration Number:	4849576	CD MILESTONE DENTAL
Registration Number:	5092844	REIGN DENTAL
Registration Number:	5919726	IDEAL DENTAL
Serial Number:	90505780	SMILE
Serial Number:	90587024	SAFE TEETH
Serial Number:	90471966	IDEAL DENTAL
Serial Number:	90505777	BE OUR GUEST
Serial Number:	90505773	ALL YOUR SMILE NEEDS
Serial Number:	88506255	BRUSHED DENTAL

CORRESPONDENCE DATA

Fax Number: 3105572193

TRADEMARK

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: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	54786.025
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	08/26/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2021, by Deca Dental Management, LLC and Reign Deca Dental Management, LLC (individually, a **Grantor** and, collectively, the **Grantors**), in favor of Alter Domus (US) LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the **Collateral Agent**).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of August 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

DECA DENTAL MANAGEMENT, LLC

DocuSigned by:
By: Sulman Ahmed
Name: Sulman Ahmed
Title: Chief Executive Officer

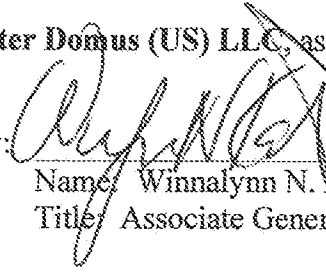
REIGN DECA DENTAL MANAGEMENT LLC

DocuSigned by:
By: Sulman Ahmed
Name: Sulman Ahmed
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Alter Domus (US) LLC, as Collateral Agent

By:


Name: Winnalynn N. Kantaris
Title: Associate General Counsel


**Schedule I
to Trademark Security Agreement**

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	Deca Dental Management, LLC	SAFE TEETH FIRST	December 29, 2020	6232674
2.	Deca Dental Management, LLC		March 8, 2016	4912875
3.	Deca Dental Management, LLC	IDEAL SMILES and Design 	November 10, 2015	4849577
4.	Deca Dental Management, LLC	Deca Dental Group and Design 	March 22, 2016	4922162
5.	Deca Dental Management, LLC	CD MILESTONE DENTAL and Design 	November 10, 2015	4849576
6.	Reign Deca Dental Management, LLC	REIGN DENTAL	November 29, 2016	5092844
7.	Deca Dental Management, LLC	IDEAL DENTAL 	November 26, 2019	5919726

2. Trademark Applications

	Owner Name	Trademark	Status	Application Date	Application Number
1.	Deca Dental Management, LLC	Smile stylized 	Pending	February 2, 2021	90505780
2.	Deca Dental Management, LLC	SAFE TEETH	Pending	March 18, 2021	90587024
3.	Deca Dental Management, LLC	IDEAL DENTAL	Pending	January 18, 2021	90471966
4.	Deca Dental Management, LLC	BE OUR GUEST	Pending	February 2, 2021	90505777
5.	Deca Dental Management, LLC	ALL YOUR SMILE NEEDS	Pending	February 2, 2021	90505773
6.	Deca Dental Management, LLC	BRUSHED DENTAL	Pending	July 9, 2019	88506255