

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOUNG DENTAL MANUFACTURING I, LLC		10/18/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	150 S. WACKER DRIVE		
Internal Address:	SUITE 500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	3825054	BIREX	
Registration Number:	4074724	CHOCOLATE CHOW	
Registration Number:	4074726	GROWLIN' GRRRAPE	
Registration Number:	4074725	HAPPY HIPPO CAKE	
Registration Number:	3766970	PROPHY PAL	
Registration Number:	3836805	PURIT	
Registration Number:	4074723	SPEARMINT SAFARI	
Registration Number:	3037232	TURBO PROPHY CUP	
Registration Number:	4074722	TURTLE MELON	
Registration Number:	3978785	ZOOBY	
Registration Number:	1940092	CARE-FREE	
Registration Number:	1071240	DENTICATOR	
Registration Number:	2345725	DENTI-GATOR	
Registration Number:	2526533	DENTI-ROO	
Registration Number:	3098096	DH/NYCLAVE	
Registration Number:	2832160	D-LISH	
Registration Number:	1940093	EZ-PAK	
Registration Number:	2288162	FANG DANGO	
TRADEMARK			

OP \$1240.00 3825054

Property Type	Number	Word Mark
Registration Number:	2268706	FESTIVAL
Registration Number:	2287396	LIBERTY
Registration Number:	1385724	MAGNASIL
Registration Number:	1953869	
Registration Number:	4135117	NO-TRACE
Registration Number:	3098095	NYCLAVE
Registration Number:	0699916	PICK-A-DENT
Registration Number:	1192694	PRO CARE
Registration Number:	0358971	THE DENTICATOR
Registration Number:	0796812	TIP-A-DENT
Registration Number:	3098097	TRACE
Registration Number:	1172125	TRIPLE SEAL
Registration Number:	1734607	TS2
Registration Number:	2176827	YOUNG JUNIOR
Registration Number:	0665936	FLUORINSE
Registration Number:	5000286	PRACTITIONER SERIES
Serial Number:	86721264	SPLATTER GUARD
Serial Number:	87094336	SPLATTER-FREE DPA
Serial Number:	87098043	SURG-O-VAC
Registration Number:	4622220	VERA
Registration Number:	4622221	VERA BY YOUNG
Registration Number:	4723483	SUPA
Registration Number:	4839644	SOFT PERFORMAX
Registration Number:	2012616	PERFORMAX
Registration Number:	2246052	ORANG-A-TANGY
Registration Number:	1947660	NEUTRA-FOAM
Registration Number:	1779451	NEUTRACARE
Registration Number:	1850184	MINUTE-FOAM
Registration Number:	4773575	CHEETAH CHERRY
Registration Number:	1437178	CENTWINS
Registration Number:	1437179	CENTRAYS

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King and Spalding

Address Line 1: 1180 Peachtree Street NE

TRADEMARK

REEL: 005904 FRAME: 0360

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: /s/ Mia Ramic

SIGNATURE: /s/ Mia Ramic

DATE SIGNED: 10/18/2016

Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 18th day of October, 2016 by YOUNG DENTAL MANUFACTURING I, LLC, a Missouri limited liability company (“**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as Agent (as successor in interest to Madison Capital Funding LLC pursuant to the Agreement Regarding Agency Resignation, Appointment and Acceptance dated as of even date herewith) for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Young Innovations, Inc., a Missouri corporation and the parent of Grantor as “Borrower”, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Amended and Restated Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor, the Borrower and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

WHEREAS, this Agreement amends and restates, in their entirety, the Trademark Security Agreement, dated as of January 31, 2013, made among the Grantor and Madison Capital Funding LLC and the Trademark Security Agreement, dated as of October 31, 2014, made among the Grantor and Madison Capital Funding LLC.

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 agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the

Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

5. Counterparts. This 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

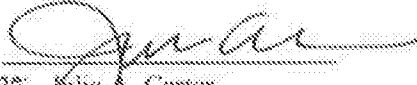
same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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


YOUNG DENTAL MANUFACTURING I,
LLC, a Missouri limited liability company

By: 
Name: Julia A. Carter
Title: Vice President

[Signature Page to A&B Trademark Security Agreement - Young Dental Manufacturing Company I, LLC]

Agreed and Accepted
As of the Date First Written Above:

GOLUB CAPITAL MARKETS LLC,
as Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

Schedule A

Trademark Registrations and Applications

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
BIREX	Young Dental Manufacturing I, LLC	Registered	77/899298	22-Dec-2009	3825054	27-Jul-2010
CHOCOLATE CHOW	Young Dental Manufacturing I, LLC	Registered	85/009185	08-Apr-2010	4074724	20-Dec-2011
GROWLIN' GRRRAPE	Young Dental Manufacturing I, LLC	Registered	85/009232	08-Apr-2010	4074726	20-Dec-2011
HAPPY HIPPO CAKE	Young Dental Manufacturing I, LLC	Registered	85/009202	08-Apr-2010	4074725	20-Dec-2011
PROPHY PAL	Young Dental Manufacturing I, LLC	Registered	77/802651	12-Aug-2009	3766970	30-Mar-2010
PURIT	Young Dental Manufacturing I, LLC	Registered	77/785039	20-Jul-2009	3836805	24-Aug-2010
SPEARMINT SAFARI	Young Dental Manufacturing I, LLC	Registered	85/009152	08-Apr-2010	4074723	20-Dec-2011
TURBO PROPHY CUP	Young Dental Manufacturing I, LLC	Registered	76/589488	30-Apr-2004	3037232	03-Jan-2006
TURTLE MELON	Young Dental Manufacturing I, LLC	Registered	85/009134	08-Apr-2010	4074722	20-Dec-2011
ZOOPY	Young Dental Manufacturing I, LLC	Registered	77/818721	02-Sep-2009	3978785	14-Jun-2011
CARE-FREE	Young Dental Manufacturing I, LLC	Registered	74/627506	30-Jan-95	1940092	5-Dec-95
DENTICATOR	Young Dental Manufacturing I, LLC	Registered	73/063550	19-Sep-75	1071240	16-Aug-77
DENTI-GATOR (& Design)	Young Dental Manufacturing I, LLC	Registered	75/762006	27-Jul-99	2345725	25-Apr-00
DENTI-ROO (&Design)	Young Dental Manufacturing I, LLC	Registered	75/762005	27-Jul-99	2526533	8-Jan-02

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
DH/NYCLAVE	Young Dental Manufacturing I, LLC	Registered	78/652440	16-Jun-05	3098096	30-May-06
D-LISH	Young Dental Manufacturing I, LLC	Registered	78/264681	19-Jun-03	2832160	13-Apr-04
EZ-PAK	Young Dental Manufacturing I, LLC	Registered	74/627507	30-Jan-95	1940093	5-Dec-95
FANG DANGO	Young Dental Manufacturing I, LLC	Registered	75/328142	21-Jul-97	2288162	19-Oct-99
FESTIVAL	Young Dental Manufacturing I, LLC	Registered	75/469666	17-Apr-98	2268706	10-Aug-99
LIBERTY	Young Dental Manufacturing I, LLC	Registered	75/469667	17-Apr-98	2287396	19-Oct-99
MAGNASIL	Young Dental Manufacturing I, LLC	Registered	73/552521	8-Aug-85	1385724	11-Mar-86
MISCELLANEO US DESIGN (DPA GREEN)	Young Dental Manufacturing I, LLC	Registered	74/027702	12-Feb-90	1953869	6-Feb-96
NO-TRACE	Young Dental Manufacturing I, LLC	Registered	85/410900	30-Aug-11	4135117	1-May-12
NYCLAVE	Young Dental Manufacturing I, LLC	Registered	78/652436	16-Jun-05	3098095	30-May-06
PICK-A-DENT	Young Dental Manufacturing I, LLC	Registered	72/070767	2-Apr-59	699916	21-Jun-60
PRO CARE	Young Dental Manufacturing I, LLC	Registered	73/229711	31-Aug-79	1192694	30-Mar-82
THE DENTICATOR	Young Dental Manufacturing I, LLC	Registered	71/405147	11-Apr-38	358971	26-Jul-38
TIP-A-DENT	Young Dental Manufacturing I, LLC	Registered	72/207768	8-Dec-64	796812	28-Sep-65
TRACE	Young Dental Manufacturing I, LLC	Registered	78/652443	16-Jun-05	3098097	30-May-06
TRIPLE SEAL	Young Dental Manufacturing I, LLC	Registered	73/245603	10-Jan-80	1172125	6-Oct-81

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
TS2	Young Dental Manufacturing I, LLC	Registered	74/253229	9-Mar-92	1734607	24-Nov-92
YOUNG JUNIOR	Young Dental Manufacturing I, LLC	Registered	75/322186	10-Jul-97	2176827	28-Jul-98
FLUORINSE	Young Dental Manufacturing I, LLC	Registered	72/028956	26-Apr-57	665936	19-Aug-58
PRACTITIONER SERIES	Young Dental Manufacturing I, LLC	Registered	86/522824	3-Feb-15	1192694	30-Mar-82
SPLATTER GUARD	Young Dental Manufacturing I, LLC	Applied for	86/721264	11-Aug-15	N/A	N/A
SPLATTER-FREE DPA	Young Dental Manufacturing I, LLC	Applied for	87/094336	6-Jul-16	N/A	N/A
SURG-O-VAC	Young Dental Manufacturing I, LLC	Applied for	87/098043	8-Jul-16	N/A	N/A
PRACTICIONE R SERIES	Young Dental Manufacturing I, LLC	Registered	86/522824	3-Feb-15	5000286	12-Jul-16
VERA	Young Dental Manufacturing I, LLC	Registered	86/024626	31-Jul-13	4622220	14-Oct-14
VERA BY YOUNG	Young Dental Manufacturing I, LLC	Registered	86/024631	31-Jul-13	4622221	14-Oct-14
SUPA	Young Dental Manufacturing I, LLC	Registered	86/391070	10-Sep-14	4723483	21-Apr-15
SOFT PERFORMAX	Young Dental Manufacturing I, LLC	Registered	86/391076	10-Sep-14	4839644	27-Oct-15
PERFORMAX	Young Dental Manufacturing I, LLC	Registered	74/618345	4-Jan-95	2012616	29-Oct-96
ORANG-A-TANGY	Young Dental Manufacturing I, LLC	Registered	75/458871	30-Mar-98	2246052	18-May-99
NEUTRA-FOAM	Young Dental Manufacturing I, LLC	Registered	74/545051	30-Jun-94	1947660	9-Jan-96
NEUTRACARE	Young Dental Manufacturing I, LLC	Registered	74/134362	28-Jun-91	1779451	29-Jun-93

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
MINUTE-FOAM	Young Dental Manufacturing I, LLC	Registered	74/124985	20-Dec-90	1850184	16-Aug-94
CHEETAH CHERRY	Young Dental Manufacturing I, LLC	Registered	86/112077	6-Nov-13	4773575	14-Jul-15
CENTWINS	Young Dental Manufacturing I, LLC	Registered	73/466786	22-Feb-84	1437178	21-Apr-87
CENTRAYS	Young Dental Manufacturing I, LLC	Registered	73/466813	22-Feb-84	1437179	21-Apr-87