

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CD Holdco, LLC		12/24/2020	Limited Liability Company: DELAWARE
CD Intermediate Holdco, LLC		12/24/2020	Limited Liability Company: DELAWARE
CD Newco, LLC		12/24/2020	Limited Liability Company: DELAWARE
Flex Dental Solutions, LLC		12/24/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3808841	CURVEDENTAL	
Serial Number:	90097787	CURVE	
Serial Number:	90097791	CURVE DENTAL	
Serial Number:	90097801	CURVE GRO	
Serial Number:	90097795	CURVE HERO	
Serial Number:	90097798	CURVE SUPERHERO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$165.00 3808841

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1308868 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 12/28/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 24, 2020 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of December 24, 2020, by and among **CD HOLDCO, LLC**, a Delaware limited liability company (“*Holdings*”), **CD INTERMEDIATE HOLDCO, LLC**, a Delaware limited liability company (“*CD Intermediate*”), **CD NEWCO, LLC**, a Delaware limited liability company (“*CD Newco*”, and together with CD Intermediate, the “*Borrowers*”), the several Lenders party thereto from time to time, , the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrowers under the Credit Agreement, Borrowers and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrowers, but only upon the condition, among others, that Borrowers and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrowers and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrowers and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrowers’ and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past,

present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.


THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CD HOLDCO, LLC

By: 
Name: Chelsea Stoner
Title: President


CD INTERMEDIATE HOLDCO, LLC

By: 
Name: Chelsea Stoner
Title: President

CD NEWCO, LLC

By: _____
Name: David Cormack
Title: President, Secretary and Treasurer

FLEX DENTAL SOLUTIONS, LLC

By: 
Name: Chelsea Stoner
Title: President

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CD HOLDCO, LLC

By: _____
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Name: Chelsea Stoner
Title: President

CD NEWCO, LLC

By: _____
Name: David Cormack
Title: President, Secretary and Treasurer

FLEX DENTAL SOLUTIONS, LLC

By: _____
Name: Chelsea Stoner
Title: President

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

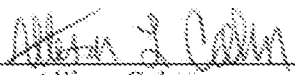
By: 
Name: Allison Cohen
Title: Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Issued Patents CD NEWCO, LLC

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
US/CON	10,002,197	06/19/2018	Matthew Dorey, George Stantchev, Marwan Hilmi, Richard Compton, Case Nelson, Shaun Kaasten	MEDIA ACQUISITION ENGINE AND METHOD

Pending Patent Applications of CD NEWCO, LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
US/CON	16/700,878	12/02/2019	Matthew Dorey, George Stantchev, Marwan Hilmi, Richard Compton, Case Nelson, Shaun Kaasten	MEDIA ACQUISITION ENGINE AND METHOD
US/CON	16/000,820	06/05/2018	Matthew Dorey, George Stantchev, Marwan Hilmi, Richard Compton, Case Nelson, Shaun Kaasten	MEDIA ACQUISITION ENGINE AND METHOD

Issued Patents of FLEX DENTAL SOLUTIONS, LLC

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
None				

Pending Patent Applications of FLEX DENTAL SOLUTIONS, LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
US	16950599	11/17/2020	Brennon Dean	SYSTEMS AND METHODS FOR DYNAMIC DENTAL TREATMENT PLANS

EXHIBIT C

TRADEMARKS

Registered Trademark Applications of CD NEWCO, LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Applicant</u>	<u>Mark</u>
US	3808841	06/29/2010	N/A	CURVEDENTAL
Canada	TMA800562	06/21/2011	N/A	CURVEDENTAL

*for any domain name, include internet protocol address and registrar of such domain name

Pending Trademark Applications of CD NEWCO, LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	90097787	08/06/2020	N/A	CURVE
US	90097791	08/06/2020	N/A	CURVE DENTAL
US	90097801	08/06/2020	N/A	CURVE GRO
US	90097795	08/06/2020	N/A	CURVE HERO
US	90097798	08/06/2020	N/A	CURVE SUPERHERO

Registered Trademarks and Pending Trademark Applications Licensed to CD NEWCO, LLC

None.

Flex Dental Solutions Unregistered Trademarks

Flex



FlexBook

FlexPay

Flex Mobile

Flex Dental Solutions