

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENTAL CARE ALLIANCE L.L.C.		03/12/2021	Limited Liability Company: FLORIDA
TOWNCARE DENTAL PARTNERSHIP, LLC		03/12/2021	Limited Liability Company: FLORIDA
MAIN STREET CHILDREN'S DENTISTRY and ORTHODONTICS, LLC		03/12/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	30 Hudson Yards		
Internal Address:	Suite 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6226509	SAFE SMILES INITIATIVE	
Registration Number:	6226512	SAFE SMILES INITIATIVE	
Registration Number:	4798117	DCA DENTAL CARE ALLIANCE	
Registration Number:	4494990	STRONGER TOGETHER	
Registration Number:	4485365	STRONGER TOGETHER	
Registration Number:	4497389	DENTAL CARE ALLIANCE	
Registration Number:	3392799	DENTRITE	
Registration Number:	3468458	MAIN STREET	
Registration Number:	3462821	MAIN STREET	
Registration Number:	4271592	SHARE THE SMILES	
Registration Number:	4271595	SHARE THE SMILES	
Registration Number:	3663541	TOWNCARE DENTAL	
Registration Number:	3489150	TOWNCARE	

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CORRESPONDENCE DATA**Fax Number:** 2129692900*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:** 212-969-3000**Email:** ypan@proskauer.com**Correspondent Name:** Tatyana Marugg**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	43082-120
NAME OF SUBMITTER:	Tatyana Marugg
SIGNATURE:	/Tatyana Marugg/
DATE SIGNED:	03/12/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 12, 2021, is made by the Grantors (as identified below), in favor of **KKR LOAN ADMINISTRATION SERVICES LLC**, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, DENTAL CARE ALLIANCE L.L.C., a Florida limited liability company, **TOWNCARE DENTAL PARTNERSHIP, LLC**, a Florida limited liability company and **MAIN STREET CHILDREN’S DENTISTRY and ORTHODONTICS, LLC**, a Florida limited liability company (each, a “**Grantor**”) own the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Security Agreement, dated as of March 12, 2021, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks (as defined in the Security Agreement), including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and (d) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (as such term is defined in the Credit Agreement and including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Credit Agreement), the security interest granted hereby shall automatically and immediately terminate, the Trademark Collateral shall be

automatically and immediately released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantors, all without delivery of any instrument or performance of any act by any Person; provided, however, at any Grantor's request, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument (in form and substance reasonably satisfactory to such Grantor) in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

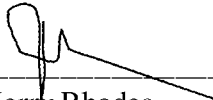
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

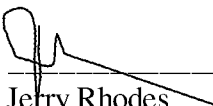
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

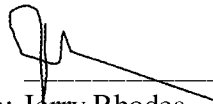
DENTAL CARE ALLIANCE, L.L.C., as a Grantor

By: 
Name: Jerry Rhodes
Title: Chief Executive Officer

TOWNCARE DENTAL PARTNERSHIP, LLC, as a Grantor

By: 
Name: Jerry Rhodes
Title: President and Chief Executive Officer

MAIN STREET CHILDREN'S DENTISTRY AND ORTHODONTICS, LLC, as a Grantor

By: 
Name: Jerry Rhodes
Title: President and Chief Executive Officer

Accepted and Agreed:

KKR LOAN ADMINISTRATION SERVICES LLC,
as the Collateral Agent

By: John Knox

Name: John Knox

Title: Authorized Signatory

TRADEMARK REGISTRATIONS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
SAFE SMILES INITIATIVE	DENTAL CARE ALLIANCE, L.L.C.	88929709	22-MAY-2020	6226509	22-DEC-2020
SAFE SMILES INITIATIVE	DENTAL CARE ALLIANCE, L.L.C.	88929725	22-MAY-2020	6226512	22-DEC-2020
DCA DENTAL CARE ALLIANCE	DENTAL CARE ALLIANCE, L.L.C.	86340442	17-JUL-2014	4798117	25-AUG-2015
STRONGER TOGETHER	DENTAL CARE ALLIANCE, L.L.C.	86071495	23-SEP-2013	4494990	11-MAR-2014
STRONGER TOGETHER	DENTAL CARE ALLIANCE, L.L.C.	86071497	23-SEP-2013	4485365	18-FEB-2014
DENTAL CARE ALLIANCE	DENTAL CARE ALLIANCE, L.L.C.	86011734	16-JUL-2013	4497389	18-MAR-2014
DENTRITE	DENTAL CARE ALLIANCE, L.L.C.	78483286	14-SEP-2004	3392799	04-MAR-2008
MAIN STREET	MAIN STREET CHILDREN'S DENTISTRY AND ORTHODONTICS, LLC	76660869	31-MAY-2006	3468458	15-JUL-2008
MAIN STREET	MAIN STREET CHILDREN'S DENTISTRY AND ORTHODONTICS, LLC	76660872	31-MAY-2006	3462821	08-JUL-2008
SHARE THE SMILES	TOWNCARE DENTAL PARTNERSHIP, LLC	85625537	15-MAY-2012	4271592	08-JAN-2013
SHARE THE SMILES	TOWNCARE DENTAL PARTNERSHIP, LLC	85625567	15-MAY-2012	4271595	08-JAN-2013
TOWNCARE DENTAL	TOWNCARE DENTAL PARTNERSHIP, LLC	77658929	29-JAN-2009	3663541	04-AUG-2009
TOWNCARE	TOWNCARE DENTAL PARTNERSHIP, LLC	76651244	01-DEC-2005	3489150	19-AUG-2008