

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neptune Dental Management Partners LLC		06/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	595 Bay Street		
Internal Address:	7th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4604137	IMAGE	
Registration Number:	4604138	IMAGE	
Serial Number:	97406842	IMAGE	
Serial Number:	97298963	CALI KIDS DENTAL	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/14/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2022, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Canadian Imperial Bank of Commerce (“*CIBC*”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Lenders (as defined in the Credit Agreement) and the other Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Neptune Dental Management Partners LLC, a Delaware limited liability company (“*Borrower*”), Neptune Bidco Inc., a Delaware corporation (“*Initial Borrower*”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CIBC, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower and Initial Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower and Initial Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each 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 pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Creditors a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding all Excluded Collateral (the “*Trademark Collateral*”):

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions 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.

SECTION 3. 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 Security Agreement and each 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 Security 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 this Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 4. COUNTERPARTS.

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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 5. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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,

**NEPTUNE DENTAL MANAGEMENT
PARTNERS LLC, as Grantor**


By: 

Name: Aly Hasibhai

Title: Manager

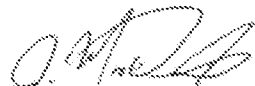
Accepted and agreed to as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as
Agent

By  _____

Name: Chi Lee

Title: Authorized Signatory

By  _____

Name: Jesse MacDonald

Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Company	Intellectual Property	Application/Registration Number	Application/Registration Date
Neptune Dental Management Partners LLC	IMAGE (US Trademark)	Reg. No. 4604137	9/16/2014
Neptune Dental Management Partners LLC	IMAGE (with "G" in smile) (US Trademark)	Reg. No. 4604138	9/16/2014

2. TRADEMARK APPLICATIONS

Practice	Intellectual Property	Application/Registration Number	Application/Registration Date
Neptune Dental Management Partners LLC	Image and design (trademark)	Serial No. 97406842 (U.S.)	05/12/2022
Neptune Dental Management Partners LLC	Cali Kids Dental (trademark)	Serial No. 97298963 (USPTO)	Filing Date: 3/7/22