

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

10/14/2014
 900304138

ETAS ID: TM320039

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd. (as successor by merger to American Capital Financial Services, Inc.)		10/13/2014 10/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Affordable Care, Inc.
Street Address:	4990 Highway 70 West
City:	Kinston
State/Country:	NORTH CAROLINA
Postal Code:	28504
Entity Type:	CORPORATION: NORTH CAROLINA
Name:	Affordable Dentures Dental Laboratories, Inc.
Street Address:	4990 Highway 70 West
City:	Kinston
State/Country:	NORTH CAROLINA
Postal Code:	28504
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2637120	DOESN'T THAT SOUND GOOD?
Registration Number:	2546707	AFFORDABLE DENTURES
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMI

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

CH \$90.00 2637120

ATTORNEY DOCKET NUMBER:	332658-52
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/OscarRuiz/
DATE SIGNED:	10/14/2014

Total Attachments: 5

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**RELEASE AND TERMINATION OF SECURITY INTEREST
IN TRADEMARKS**

This Release and Termination of Security Interest in Trademarks (this "Release") is made and entered into this 14th day of October 2014 by and between Affordable Care, Inc., a North Carolina corporation, Affordable Dentures Dental Laboratories, Inc., a North Carolina corporation, (each a "Grantor" and collectively, the "Grantors") and American Capital, Ltd., a Delaware corporation (as successor by merger to American Capital Financial Services, Inc.), in its capacity as administrative agent (in such capacity, the "Agent") for the lenders (the "Secured Parties") from time to time party to the Note and Equity Purchase Agreement dated as of November 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "NEPA"), by and among Borrower, the lenders party thereto from time to time, and the Agent. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, the Agent has recorded a security interest in Grantor's Trademarks set forth on Schedule A hereto, pursuant to that certain Trademark Security Agreement dated as of November 16, 2006 by and among the Grantors and the Agent (the "Trademark Security Agreement"); and

WHEREAS, such security interest was recorded in the Trademark Division of the United States Patent and Trademark Office, on November 17, 2006, at Reel/Frame No. 3430/0597 and at Reel/Frame No. 3430/0589; and

WHEREAS, Agent has agreed to release its security interest granted under the Trademark Security Agreement in connection with the Trademarks set forth on Schedule A hereto ("Trademarks"); and

WHEREAS, Borrower and Agent wish to record the release of the security interest in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the parties to this Release intended to be legally bound, agree as follows:

1. The Agent hereby irrevocably releases, relinquishes, terminates and discharges in its entirety the first priority security interest that it has against any and all right, title and interest that it has acquired in and to the Trademarks, any reissues, continuations or extensions of the Trademarks, any goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any Trademark or any licensed Trademarks.

2. The Agent hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Grantor at the Grantor's sole cost and expense to effectuate or evidence such release.

3. The parties hereto authorize and request the recordation of this Release with the United States Patent and Trademark Office in connection with the Patents.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

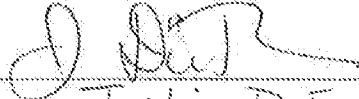
7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

AGENT

AMERICAN CAPITAL, LTD. (AS
SUCCESSOR BY MERGER TO
AMERICAN CAPITAL FINANCIAL
SERVICES, INC.)

By: 
Name: Justin DeFoor
Title:

GRANTOR

AFFORDABLE CARE, INC.

By: _____
Name: _____
Title: _____

GRANTOR

AFFORDABLE DENTURES DENTAL
LABORATORIES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

AGENT

AMERICAN CAPITAL, LTD. (AS
SUCCESSOR BY MERGER TO
AMERICAN CAPITAL FINANCIAL
SERVICES, INC.)

By: _____
Name: _____
Title: _____

GRANTOR

AFFORDABLE CARE, INC.

By: S. Paul Steadman
Name: S. Paul Steadman
Title: CFO

GRANTOR

AFFORDABLE DENTURES DENTAL
LABORATORIES, INC.

By: S. Paul Steadman
Name: S. Paul Steadman
Title: CFO

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
DOESN'T THAT SOUND GOOD?	2637120	10/15/2002
AFFORDABLE DENTURES	2546707	3/12/2002
AFFORDABLE DENTURES A GOOD REASON TO SMILE	2665616	12/24/2002

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Application</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
N/A		N/A	N/A