

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH		04/30/2015	BANK: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Aspen Dental Management, Inc.		
Street Address:	281 Sanders Creek Parkway		
City:	East Syracuse		
State/Country:	NEW YORK		
Postal Code:	13057		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4452444	TURNINGPOINT DENTAL IMPLANT CENTER	
Registration Number:	4452502	TURNINGPOINT DENTAL IMPLANT CENTER	
Registration Number:	4456490	TURNINGPOINT DENTAL IMPLANT CENTER	
Registration Number:	3295775	A	
Registration Number:	2864022	ASPENDENTAL	
Registration Number:	3304705	ASPENDENTAL	
Registration Number:	3415112	ASPENDENTAL ADVANTAGE	
Registration Number:	3228876	ASPENDENTAL GET YOUR SMILE BACK	
Registration Number:	3513271	ASPENDENTAL LET US HELP YOU FIND YOUR SM	
Registration Number:	3228902	ASPENDENTAL MORE REASONS TO SMILE	
Registration Number:	3295706	ASPENDENTAL MORE REASONS TO SMILE.	
Registration Number:	2878239	ASPENDENTAL WE'LL CHANGE THE WAY YOU SEE	
Registration Number:	2545075	COMFIDENTS	
Registration Number:	3664813	COMFIDENTS DENTURES	
Registration Number:	2543057	COMFILYTES	
Registration Number:	2674268	COMFORT & CONFIDENCE IN EVERY SMILE	
Registration Number:	2543059	FLEXILYTES	
Registration Number:	2543060	FLEXILYTES COMBO	
Registration Number:	3228887	GET YOUR SMILE BACK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2543058	NATURALYTES
Registration Number:	3702845	SECUREDENT IMPLANT SYSTEM
Registration Number:	3788653	SMILE FOR GOOD
Registration Number:	3595357	SMILE NOW PAY LATER
Registration Number:	3595356	SMILE NOW, PAY LATER
Registration Number:	2489395	WE'LL CHANGE THE WAY YOU SEE THE DENTIST
Registration Number:	3805809	ASPENDENTAL RETHINK DENTISTRY
Registration Number:	3805810	ASPENDENTAL RETHINK YOUR DENTAL CAREER
Registration Number:	3706440	ASPENDENTAL WHEN I SEE YOU SMILE.
Registration Number:	3829452	SPAREMENT DENTURE
Registration Number:	3887722	ASPENDENTAL SMILE SQUAD
Registration Number:	3920846	ASPENDENTAL SMILESAVER
Registration Number:	4048804	ASPENDENTAL PRACTICE MADE PERFECT
Registration Number:	4221549	ASPENDENTAL
Registration Number:	3861754	EXTRADENT DENTURE
Registration Number:	4125996	SMILE GUIDES SIMPLE STEPS TO FINDING YOU
Registration Number:	4043276	ASPENDENTAL IT'S TIME TO SMILE.

CORRESPONDENCE DATA

Fax Number: 2128225178

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: 2125305178

Email: lkass@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 1: 28 Liberty Street

Address Line 2: c/o Lawrence Kass

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	22946.02200
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	05/05/2015

Total Attachments: 8

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Release of Security Interest in Trademarks

Release of Security Interest in Trademarks, dated as of April 30, 2015 (“Release”), by UBS AG, STAMFORD BRANCH, located at 677 Washington Boulevard, Stamford, CT 06901, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”), in favor of Aspen Dental Management, Inc., a Delaware corporation, located at 281 Sanders Creek Parkway, E. Syracuse, NY 13057 (“Pledgor”).

WITNESSETH:

WHEREAS, Pledgor is a party to a Security Agreement dated as of October 6, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Pledgor was required to execute and deliver a Trademark Security Agreement dated as of October 6, 2010, a Supplemental Trademark Security Agreement dated as of July 20, 2011, a Supplemental Trademark Security Agreement dated as of August 1, 2012, a Supplemental Trademark Security Agreement dated as of May 8, 2013, and a Supplemental Trademark Security Agreement dated as of June 16, 2014 (each a “Trademark Security Agreement” and, collectively, the “Trademark Security Agreements”);

WHEREAS, pursuant to each Trademark Security Agreement, as collateral security for the payment and performance in full of the Secured Obligations, Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of Pledgor (the “Trademark Collateral”):

(a) the Trademarks, including the registrations and applications set forth on Schedule I hereto, together with any and all (i) Goodwill associated therewith, and all rights and privileges arising under applicable law with respect to the foregoing and Pledgor’s use thereof, (ii) reissues, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments then and thereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds and products of any and all of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgor from time to time with respect to any of the foregoing;

WHEREAS, each Trademark Security Agreement was recorded in the United States Patent and Trademark Office on the following dates and at the following locations:

Trademark Security Agreement dated as of October 6, 2010, was recorded on November 8, 2010, at Reel 4411 / Frame 0325;

Supplemental Trademark Security Agreement dated as of July 20, 2011, was recorded on July 29, 2011, at Reel 4594 / Frame 0453;

Supplemental Trademark Security Agreement dated as of August 1, 2012, was recorded on August 16, 2012, at Reel 4843 / Frame 0605;

Supplemental Trademark Security Agreement dated as of May 8, 2013, was recorded on May 9, 2013, at Reel 5024 / Frame 0178; and

Supplemental Trademark Security Agreement dated as of June 16, 2014, was recorded on June 26, 2014, at Reel 5309 / Frame 0605; and

WHEREAS, the Secured Obligations have been paid and performed in full and the Collateral Agent has agreed to release its grant and security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Lien. The Collateral Agent hereby terminates each Trademark Security Agreement, and hereby terminates, cancels and releases any and all liens and security interests that it has in, to and under the Trademark Collateral of Pledgor.

SECTION 3. Authorization to Record. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.


SECTION 4. Further Assurances. The Collateral Agent shall take all further actions, and provide to Pledgor, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgor to more fully and effectively effectuate the purposes of this Release, all at the sole expense of Pledgor.

SECTION 5. Choice of Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

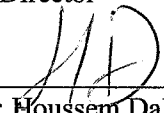
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

UBS AG, STAMFORD BRANCH

By:  _____

Name: Kenneth Chin

Title: Director

By:  _____

Name: Housseem Daly

Title: Associate Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	MARK	STATUS	REGISTRATION DATE
Aspen Dental Management, Inc.	4,452,444	TURNINGPOINT DENTAL IMPLANT CENTER	Registered	17-Dec-2013
Aspen Dental Management, Inc.	4,452,502	TURNINGPOINT DENTAL IMPLANT CENTER (and Design)	Registered	17-Dec-2013
Aspen Dental Management, Inc.	4,456,490	TURNINGPOINT DENTAL IMPLANT CENTER (Vertical Design)	Registered	24-Dec-2013
Aspen Dental Management, Inc.	3,295,775	A (and Design)	Registered	18-Sep-2007
Aspen Dental Management, Inc.	2,864,022	ASPENDENTAL (and Design)	Registered	20-Jul-2004
Aspen Dental Management, Inc.	3,304,705	ASPENDENTAL (and Design)	Registered	02-Oct-2007
Aspen Dental Management, Inc.	3,415,112	ASPENDENTAL ADVANTAGE (and Design)	Registered	22-Apr-2008

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>MARK</u>	<u>STATUS</u>	<u>REGISTRATION DATE</u>
Aspen Dental Management, Inc.	3,228,876	ASPENDENTAL GET YOUR SMILE BACK	Registered	10-Apr-2007
Aspen Dental Management, Inc.	3,513,271	ASPENDENTAL LET US HELP YOU FIND YOUR SMILE (and Design)	Registered	07-Oct-2008
Aspen Dental Management, Inc.	3,228,902	ASPENDENTAL MORE REASONS TO SMILE	Registered	10-Apr-2007
Aspen Dental Management, Inc.	3,295,706	ASPENDENTAL MORE REASONS TO SMILE (and Design)	Registered	18-Sep-2007
Aspen Dental Management, Inc.	2,878,239	ASPENDENTAL WE'LL CHANGE THE WAY YOU SEE THE DENTIST (and Design)	Registered	31-Aug-2004
Aspen Dental Management, Inc.	2,545,075	COMFIDENTS	Registered	05-Mar-2002
Aspen Dental Management, Inc.	3,664,813	COMFIDENTS DENTURES (and Design)	Registered	04-Aug-2009
Aspen Dental Management, Inc.	2,543,057	COMFILYTES	Registered	26-Feb-2002
Aspen Dental Management, Inc.	2,674,268	COMFORT & CONFIDENCE IN EVERY SMILE	Registered	14-Jan-2003

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>MARK</u>	<u>STATUS</u>	<u>REGISTRATION DATE</u>
Aspen Dental Management, Inc.	2,543,059	FLEXILYTES	Registered	26-Feb-2002
Aspen Dental Management, Inc.	2,543,060	FLEXILYTES COMBO	Registered	26-Feb-2002
Aspen Dental Management, Inc.	3,228,887	GET YOUR SMILE BACK	Registered	10-Apr-2007
Aspen Dental Management, Inc.	2,543,058	NATURALYTES	Registered	26-Feb-2002
Aspen Dental Management, Inc.	3,702,845	SECURE DENT IMPLANT SYSTEM (Stylized)	Registered	27-Oct-2009
Aspen Dental Management, Inc.	3,788,653	SMILE FOR GOOD (and Design)	Registered	11-May-2010
Aspen Dental Management, Inc.	3,595,357	SMILE NOW PAY LATER (and Design)	Registered	24-Mar-2009
Aspen Dental Management, Inc.	3,595,356	SMILE NOW, PAY LATER	Registered	24-Mar-2009
Aspen Dental Management, Inc.	2,489,395	WE'LL CHANGE THE WAY YOU SEE THE DENTIST	Registered	11-Sep-2001

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>MARK</u>	<u>STATUS</u>	<u>REGISTRATION DATE</u>
Aspen Dental Management, Inc.	3,805,809	ASPENDENTAL RETHINK DENTISTRY (and Design)	Registered	22-Jun-2010
Aspen Dental Management, Inc.	3,805,810	ASPENDENTAL RETHINK YOUR DENTAL CAREER (and Design)	Registered	22-Jun-2010
Aspen Dental Management, Inc.	3,706,440	ASPENDENTAL WHEN I SEE YOU SMILE (and Design)	Registered	03-Nov-2009
Aspen Dental Management, Inc.	3,829,452	SPAREMENT DENTURE (Stylized)	Registered	03-Aug-2010
Aspen Dental Management, Inc.	3,887,722	ASPENDENTAL SMILE SQUAD (and Design)	Registered	07-Dec-2010
Aspen Dental Management, Inc.	3,920,846	ASPENDENTAL SMILESAVER (and Design)	Registered	15-Feb-2011
Aspen Dental Management, Inc.	4,048,804	ASPENDENTAL PRACTICE MADE PERFECT	Registered	01-Nov-2011
Aspen Dental Management, Inc.	4,221,549	ASPENDENTAL	Registered	09-Oct-2012
Aspen Dental Management, Inc.	3,861,754	EXTRADENT DENTURE (Stylized)	Registered	12-Oct-2010
Aspen Dental Management, Inc.	4,125,996	SMILE GUIDES SIMPLE STEPS TO FINDING YOUR SMILE (and Design)	Registered	10-April-2012

OWNER	REGISTRATION NUMBER	MARK	STATUS	REGISTRATION DATE
Aspen Dental Management, Inc	4,043,276	ASPENDENTAL IT'S TIME TO SMILE (Logo)	Registered	18-Oct-2011