

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		10/22/2015	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		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2546707	AFFORDABLE DENTURES	
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMI	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	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		
ATTORNEY DOCKET NUMBER:	332658-52		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	10/22/2015		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 22, 2015, by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as administrative agent for the Lenders and the L/C Issuers (in such capacity, the "Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, Affordable Care, Inc., a North Carolina corporation with offices at 4990 Highway 70 West, Kinston, North Carolina 28504 ("Grantor") and Agent were parties to that certain Second Amended and Restated Trademark Security Agreement dated as of December 26, 2012 (the "Security Agreement") pursuant to which the Grantor granted a security interest to the Agent in certain Trademarks (as defined in the Credit Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to the Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 26, 2012, at Reel 4928, Frame 0951;

WHEREAS, Grantor has requested that the Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent hereby terminates, cancels, releases and discharges its security interest in all right, title and interest in, to and under the following Collateral of Grantor (collectively the "Trademark Collateral"):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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; provided however, that the Trademark Collateral shall not include any property described in part (iv) of the definition of Excluded Property (as defined in the Guaranty and Security Agreement).

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

Name: Timothy J. Blonn

Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
Affordable Care, Inc.	Affordable Dentures	2,546,707 (U.S.)	3/12/02
Affordable Care, Inc.	Affordable Dentures A Good Reason To Smile	2,665,616 (U.S.)	12/24/02
Affordable Care, Inc.	Dixie Dental Center (Trade Name) ¹	110 - 054 (Alabama)	05/18/06
Affordable Care, Inc.	Affordable Dentures	763,825 (Canada)	4/9/10
Affordable Care, Inc.	Affordable Dentures A Good Reason To Smile	763,574 (Canada)	4/8/10

Trademark Applications

Name of Owner	Trademark	Application #	Application Date
None.			

¹ **Ropes – Please confirm this assignment has been completed.** [While the beneficial interest of the trademark was transferred to the Grantor in 2009, the records of the Secretary of State of Alabama still shows the trademark owned by the previous owner. Grantor will make the appropriate filings within 30 days of the Closing Date (or such later date as shall be reasonably acceptable to the Agent).]