

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392379

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900369049		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		02/19/2013	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CDC Dental Management Co., LLC		
Street Address:	8950 Cal Center Drive		
Internal Address:	Suite 363		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95826		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3501415	TOOTH PASTE	
Registration Number:	3459894	KIDS CARE DENTAL GROUP	
Serial Number:	85499221	KIDS CARE DENTAL	
CORRESPONDENCE DATA			
Fax Number:	3035923140		
<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:	303.592.3128		
Email:	genevieve.reed@bartlit-beck.com		
Correspondent Name:	Genevieve Reed		
Address Line 1:	Bartlit Beck et al, 1899 Wynkoop Street		
Address Line 2:	8th Floor		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	MATT GRAVES		
SIGNATURE:	/Matt Graves/		
DATE SIGNED:	07/22/2016		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of June 7, 2016 ("Effective Date") by CDC Dental Management Co., LLC, a Delaware limited liability company (the "Borrower") and CDC DPM Holding, LLC, a Delaware limited liability company ("Holdings"; the Borrower and Holdings are collectively referred to hereinafter as the "Grantors") and Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Grantee") for all Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to the terms and conditions of that certain trademark security agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), Grantors granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of Grantors' right, title and interest in and to the trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on February 19, 2013 at Reel/Frame 4966/0280;

WHEREAS, Grantee has consented to the release of the security interest on the Collateral listed on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral"); and

WHEREAS, Grantee desires to release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's security interest in the Intellectual Property Collateral granted pursuant to the IP Security Agreement is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the each of the Trademarks including, without limitation, the entire right, title and interest in and to each of the Trademarks, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Intellectual Property Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of

Grantors. Grantee authorizes Grantors (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

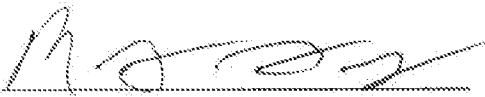
4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MADISON CAPITAL FUNDING LLC

By: 
Name: _____
Title: Matt Graves
VP

RELEASE OF SECURITY INTEREST IN TRADEMARKS
SIGNATURE PAGE

TRADEMARK
REEL: 005828 FRAME: 0635

SCHEDULE 1

1. REGISTERED TRADEMARKS

Grantor	Description	Trademark Registration Number	Date of Registration
CDC Management Co., LLC	77392262	3501415	September 16, 2008
CDC Management Co., LLC	77391656	3459894	July 1, 2008

2. TRADEMARK APPLICATIONS

Grantor	Description	Trademark Registration Number	Date of Registration
CDC Management Co., LLC	85499221	Registration Pending	Registration Pending

3. TRADEMARK LICENSES

None.