

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midcap Funding IV Trust		10/21/2016	statutory trust: DELAWARE
RECEIVING PARTY DATA			
Name:	Micro Dental Laboratories		
Street Address:	5601 Arnold Road		
City:	Dublin		
State/Country:	CALIFORNIA		
Postal Code:	94568		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2911819	ACTIONGUARD	
Registration Number:	3046785	HELPING YOU CREATE LIFE-CHANGING AESTHET	
Registration Number:	2290872	MICRODENTAL	
Registration Number:	2290873	MICRODENTAL LABORATORIES	
Registration Number:	2978949	SIGNATURE EXPERTISE MEETS ARTISTRY	
Registration Number:	3069106		
Registration Number:	3099191	TEETH - THE ULTIMATE ACCESSORY	
Serial Number:	77916349	SMILES MATTER	
Serial Number:	77789534	A BEAUTIFUL SMILE IS WORTH A THOUSAND WO	
Serial Number:	77789540	BEHIND THE SMILE	
Serial Number:	77789523	MICROTEMP	
Serial Number:	77789519	P2Z	
Serial Number:	77789529	THE ARTIST BEHIND THE SMILE	
Registration Number:	4642632	MICRO2	
Registration Number:	4113068	ZEUS	
Serial Number:	86167893	MICRO2	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-282-2000 x2108
Email: efilings@loeb.com
Correspondent Name: David W. Grace
Address Line 1: 10100 Santa Monica Boulevard
Address Line 2: c/o Loeb & Loeb LLP, Suite 2200
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Aleson Clarke
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SIGNATURE:	/Aleson Clarke/
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DATE SIGNED:	10/28/2016
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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 October 21, 2016 (“Effective Date”) by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (f/k/a MidCap Funding IV, LLC, a Delaware limited liability company), in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “Grantee”), and **MICRO DENTAL LABORATORIES**, a California corporation (“Grantor”).

WHEREAS, Grantor, certain affiliates of Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated March 31, 2010 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), providing for extension of credit to be made to Grantor and certain of its affiliates by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents executed by Grantor in favor of Grantee, Grantor previously granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “Trademarks”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “Trademark Licenses”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of the Obligations (i) through (v), collectively the “Trademark Assets”);

WHEREAS, pursuant to the terms and conditions of that certain (i) Trademark Security Agreement by and between Grantor and Grantee, dated March 31, 2010 and (ii) Supplement to Trademark Security Agreement, dated May 18, 2015 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, collectively, the “Trademark Security Agreement”), Grantor granted, and reaffirmed its prior grant pursuant to the Credit Agreement and the other Security Documents, to Grantee, for its benefit and the benefit of the Lenders, among other things, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademark Assets, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions

thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

WHEREAS, the Trademark Security Agreement, dated March 31, 2010 was recorded with the United States Patent and Trademark Office (“PTO”) on April 27, 2010, at Reel 004193, Frame 0507 and the Supplement to Trademark Security Agreement, dated May 18, 2015 was recorded with the PTO on May 26, 2015, at Reel 5523, Frame 0448;

WHEREAS, Grantor, the other Borrowers, Grantee and Lenders have agreed to terminate the Credit Agreement and the Grantee has, at Grantor’s request, agreed to release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, discharges, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Trademark Collateral.

Grantee shall, at Grantor’s expense, take all further actions, and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release.

(Signature Page Follows)

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

GRANTEE:

MIDCAP FUNDING IV TRUST, a Delaware statutory trust
(f/k/a MidCap Funding IV, LLC, a Delaware limited liability
company)

By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

By: 
Maurice Amsellem
Authorized Signatory

RELEASE OF SECURITY INTEREST IN
TRADEMARKS (MICRO DENTAL
LABORATORIES)

CHICAGO/#2906068

TRADEMARK
REEL: 005911 FRAME: 0440

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARKS

Description	Serial (Registration) No.	Status	Owner
ACTION GUARD	78/299655 (2911819)	Registered – aff of use 12/14/10	MICRO DENTAL LABORATORIES
HELPING YOU CREATE LIFE– CHANGING AESTHETICS	78/274430 (3046785)	Registered – aff of use 1/17/12	MICRO DENTAL LABORATORIES
MICRODENTAL	75/412025 (2290872)	Registered – next renewal 11/9/19	MICRO DENTAL LABORATORIES
MICRODENTAL LABORATORIES	75/412035 (2290873)	Registered – next renewal 11/9/19	MICRO DENTAL LABORATORIES
SIGNATURE EXPERTISE MEETS ARTISTRY (Stylized)	78/264983 (2978949)	Registered – aff of use 7/26/11	MICRO DENTAL LABORATORIES
STYLIZED TOOTH DESIGN	78/345491 (3069106)	Registered – aff of use 3/14/12	MICRO DENTAL LABORATORIES
TEETH – THE ULTIMATE ACCESSORY	78/463112 (3099191)	Registered – aff of use 5/30/12	MICRO DENTAL LABORATORIES
SMILES MATTER	77/916349	Pending – pre-reg status 7/20/10	MICRO DENTAL LABORATORIES
A BEAUTIFUL SMILE IS WORTH A THOUSAND WORDS	77/789534	Allowed – 1st ext due 8/9/10	MICRO DENTAL LABORATORIES
BEHIND THE SMILE	77/789540	Allowed – 1st ext due 8/9/10	MICRO DENTAL LABORATORIES
MICRO TEMP	77/789523	Pending – resp due 4/16/10	MICRO DENTAL LABORATORIES
P2Z	77/789519	Pending – rep due 4/14/10	MICRO DENTAL LABORATORIES
THE ARTIST BEHIND THE SMILE	77/789529	Allowed – 1st ext due 8/9/10	MICRO DENTAL LABORATORIES
MICRO2 WITH DESIGN	86/196271 (4642632)	Registered	MICRO DENTAL LABORATORIES
ZEUS	85/285886 (4113068)	Registered	MICRO DENTAL LABORATORIES
MICRO2	86/167893	Application Pending – 1/16/14	MICRO DENTAL LABORATORIES