

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403944

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:	DTI Dental Technologies Inc.		
Street Address:	1638 West 3rd Avenue		
Internal Address:	Suite 300		
City:	Vancouver, British Columbia		
State/Country:	CANADA		
Postal Code:	V6J 1K2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3834977	SMILES MATTER	
Registration Number:	2793412	DTI	
Registration Number:	4037311	SMILES MATTER	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	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 90067-4120		
NAME OF SUBMITTER:	Aleson Clarke		
SIGNATURE:	/Aleson Clarke/		
DATE SIGNED:	10/28/2016		
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 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 **DTI DENTAL TECHNOLOGIES INC.**, a corporation organized under the laws of British Columbia (“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 Trademark Security Agreement by and between Grantor and Grantee, dated May 18, 2015 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, 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 was recorded with the United States Patent and Trademark Office (“PTO”) on May 26, 2015, at Reel 5523, Frame 0386;

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)

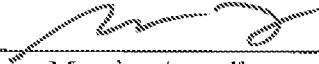
IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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 (DTI DENTAL
TECHNOLGIES INC.)

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARKS

Description	Serial (Registration) No.	Status	Owner
SMILES MATTER	77/916349 (3834977)	Registered	DTI DENTAL TECHNOLOGIES INC.
DTI	75/728225 (2793412)	Registered	DTI DENTAL TECHNOLOGIES INC.
SMILES MATTER	85/106085 (4037311)	Registered	DTI DENTAL TECHNOLOGIES INC.