

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClearChoice Holdings, LLC		05/18/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4015937	CHOICE 1	
Registration Number:	4501495	CLEARCHOICE	
Registration Number:	3685880	CLEARCHOICE	
Registration Number:	3553219	CLEARCHOICE DENTAL IMPLANT CENTER	
Registration Number:	3225921	CLEARCHOICE DENTAL IMPLANTS	
Registration Number:	4959343	CLEARCHOICE FAMILY DENTAL	
Registration Number:	4936219	CLEARCHOICE FAMILY DENTAL	
Registration Number:	4152444	CLEARCHOICE IS THE PERFECT CHOICE	
Registration Number:	3929510	STAR SPANGLED SMILES	
Registration Number:	4250368	THE CLEARCHOICE EXPERIENCE	
Registration Number:	5147601	THE CLEARCHOICE WAY	
Registration Number:	5152172	THE CLEARCOICE WAY	
Serial Number:	86577833	PRACTICE PRIVILEGES	
Serial Number:	86577861	PRACTICE PRIVILEGES	
Serial Number:	87415485	CLEARCHOICE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		

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TRADEMARK

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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51375 / 023
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	05/18/2017
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of May 18, 2017 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 18, 2017 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), among CLEARCHOICE HOLDINGS, LLC, a Colorado limited liability company, as the borrower (the “**Borrower**”), DENTAL IMPLANT HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the other Persons (as defined therein) from time to time party thereto that are designated as a “**Credit Party**”, the several financial institutions from time to time party thereto (collectively, the “**Lenders**” and each individually, a “**Lender**”), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to the Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Guaranty and Security Agreement, dated as of May 18, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent forty-five (45) days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 5(k) of the Security Agreement). Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER

HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

10. MISCELLANEOUS. The terms and provisions of Section 9.1 (“Amendments and Waivers”), 9.2 (“Notices”), 9.4 (“No Waiver; Cumulative Remedies”), 9.5 (“Costs and Expenses”), 9.6 (“Indemnity”), 9.13 (“Severability”), 9.14 (“Captions”), 9.16 (“Interpretation”), 9.18(b) (“Submission to Jurisdiction”), 9.18(c) (“Service of Process”), 9.19 (“Waiver of Jury Trial”), and 9.20(c) (“Survival”) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

11. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLEARCHOICE HOLDINGS, LLC, as a Grantor

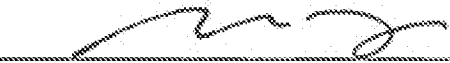
By: Kevin Mosher
Name: Kevin Mosher
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Reference #	Filed	Application #	Registered Date	Registration #	Status	Classes
CHOICE 1	USA	106454-0031	2/1/2011	85/231,345	8/23/2011	4,015,937	Registered	44
CLEARCHOICE	USA	106454-0039	8/13/2013	86/036,868	3/25/2014	4,501,495	Registered	44
CLEARCHOICE & DESIGN	USA	106454-0009	3/9/2009	77/686,189	9/22/2009	3,685,880	Registered	44
CLEARCHOICE DENTAL IMPLANT CENTER	USA	106454-0023	3/17/2008	77/423,988	12/30/2008	3,553,219	Registered	44
CLEARCHOICE DENTAL IMPLANTS	USA	106454-0040	8/17/2005	78/694,876	4/3/2007	3,225,921	Registered	44
CLEARCHOICE FAMILY DENTAL	USA	106454-0072	8/27/2015	86/739,416	5/17/2016	4,959,343	Registered	44

Trademark	Country	Reference #	Filed	Application #	Registered Date	Registration #	Status	Classes
CLEARCHOICE FAMILY DENTAL & DESIGN	USA	106454-0071	8/27/2015	86/739,410	4/12/2016	4,936,219	Registered	44
CLEARCHOICE IS THE PERFECT CHOICE	USA	106454-0033	4/30/2010	85/027,270	6/5/2012	4,152,444	Registered	44
PRACTICE PRIVILEGES	USA	106454-0044	3/26/2015	86/577,833			Allowed	44,35,41
PRACTICE PRIVILEGES & design	USA	106454-0045	3/26/2015	86/577,861			Allowed	44,35,41
STAR SPANGLED SMILES & DESIGN	USA	106454-0027	9/22/2009	77/831,866	3/8/2011	3,929,510	Registered	44
THE CLEARCHOICE EXPERIENCE	USA	106454-0019	3/16/2009	77/691,413	11/27/2012	4,250,368	Registered	44
THE CLEARCHOICE WAY	USA	106454-0073	10/13/2015	86/786,356	2/21/17	5,147,601	Registered	44

Trademark	Country	Reference #	Filed	Application #	Registered Date	Registration #	Status	Classes
THE CLEARCHOICE WAY & DESIGN	USA	106454-0074	10/23/2015	86/798,032	2/28/17	5,152,172	Registered	44
CLEARCHOICE	USA	106454-0076	04/18/2017	87/415485			Pending	44