

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6062/0424

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midcap Financial Trust		01/02/2018	Statutory Trust: DELAWARE

RECEIVING PARTY DATA

Name:	Clearchoice Holdings, LLC
Street Address:	8350 East Crescent Parkway
Internal Address:	Suite 300
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3225921	CLEARCHOICE DENTAL IMPLANTS
Registration Number:	3553219	CLEARCHOICE DENTAL IMPLANT CENTER
Registration Number:	3685880	CLEARCHOICE
Registration Number:	3929510	STAR SPANGLED SMILES
Registration Number:	4015937	CHOICE 1
Registration Number:	4152444	CLEARCHOICE IS THE PERFECT CHOICE
Registration Number:	4250368	THE CLEARCHOICE EXPERIENCE
Registration Number:	4501495	CLEARCHOICE
Registration Number:	4936219	CLEARCHOICE FAMILY DENTAL
Registration Number:	4959343	CLEARCHOICE FAMILY DENTAL
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: 3128622200

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: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-737-RFS
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NAME OF SUBMITTER:	Rob Soneson
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SIGNATURE:	/rsoneson/
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DATE SIGNED:	01/02/2018
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Total Attachments: 6

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of January 2, 2018 (this "Release"), is made by **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, acting in its capacity as administrative agent (in such capacity, the "Administrative Agent") under that certain Trademark Security Agreement, dated as of May 18, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and between **CLEARCHOICE HOLDINGS, LLC**, a Colorado limited liability company with an address of 8350 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111 (the "Grantor") and the Administrative Agent.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on May 18, 2017 at reel 6062, frame 0424, the Grantor granted to the Administrative Agent a continuing first priority security interest and Lien on all of the Grantor's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of the Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule I 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 the 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; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of December 30, 2017, by and between the Grantor, the other signatories party thereto and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its first priority security interest and Lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the first priority security interest and Lien created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its first priority security interest and Lien on the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the first priority

security interest and Lien granted to the Administrative Agent in the Trademark Collateral. The Administrative Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent's first priority security interest and Lien on the Trademark Collateral. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release and Termination of Security Interest in Trademark Collateral to be duly executed as of the date first set forth above

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: Michael Levin
Title: Authorized Signatory

SCHEDULE I**Trademark Collateral**

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