

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClearChoice Holdings, LLC		01/02/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: 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:	5129626	PRACTICE PRIVILEGES	
Registration Number:	5129627	PRACTICE PRIVILEGES	
Registration Number:	4250368	THE CLEARCHOICE EXPERIENCE	
Registration Number:	5147601	THE CLEARCHOICE WAY	
Registration Number:	5152172	THE CLEARCOICE WAY	
Registration Number:	5329214	CLEARCHOICE	
Registration Number:	4488557	SMILE HEALTHY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 4015937

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

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1753
--------------------------------	-------------

NAME OF SUBMITTER:	Scott Kareff (014951-1753)
---------------------------	----------------------------

SIGNATURE:	/kc for sk/
-------------------	-------------

DATE SIGNED:	01/03/2018
---------------------	------------

Total Attachments: 5

source=ClearChoice - Trademark Security Agreement#page1.tif

source=ClearChoice - Trademark Security Agreement#page2.tif

source=ClearChoice - Trademark Security Agreement#page3.tif

source=ClearChoice - Trademark Security Agreement#page4.tif

source=ClearChoice - Trademark Security Agreement#page5.tif

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 2, 2018, by ClearChoice Holdings, LLC ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 2, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

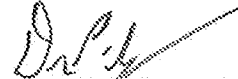
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be

equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

CLEARCHOICE HOLDINGS, LLC

By: 
Name: Dennis Smythe
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Loan Party</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
ClearChoice Holdings, LLC	USA	CHOICE 1	4,015,937	2/1/2011	8/23/2011
ClearChoice Holdings, LLC	USA	CLEARCHOICE	4,501,495	8/13/2013	3/25/2014
ClearChoice Holdings, LLC	USA	CLEARCHOICE & DESIGN	3,685,880	3/9/2009	9/22/2009
ClearChoice Holdings, LLC	USA	CLEARCHOICE DENTAL IMPLANT CENTER	3,553,219	3/17/2008	12/30/2008
ClearChoice Holdings, LLC	USA	CLEARCHOICE DENTAL IMPLANTS	3,225,921	8/17/2005	4/3/2007
ClearChoice Holdings, LLC	USA	CLEARCHOICE FAMILY DENTAL	4,959,343	8/27/2015	5/17/2016
ClearChoice Holdings, LLC	USA	CLEARCHOICE FAMILY DENTAL & DESIGN	4,936,219	8/27/2015	4/12/2016
ClearChoice Holdings, LLC	USA	CLEARCHOICE IS THE PERFECT CHOICE	4,152,444	4/30/2010	6/5/2012
ClearChoice Holdings, LLC	USA	PRACTICE PRIVILEGES	5,129,626	3/26/2015	1/24/2017
ClearChoice Holdings, LLC	USA	PRACTICE PRIVILEGES & design	5,129,627	3/26/2015	1/24/2017
ClearChoice Holdings, LLC	USA	THE CLEARCHOICE EXPERIENCE	4,250,368	3/16/2009	11/27/2012
ClearChoice Holdings, LLC	USA	THE CLEARCHOICE WAY	5,147,601	10/13/2015	2/21/17

ClearChoice Holdings, LLC	USA	THE CLEARCHOICE WAY & DESIGN	5,152,172	10/23/2015	2/28/17
ClearChoice Holdings, LLC	USA	CLEARCHOICE & DESIGN (modified)	5,329,214	04/18/2017	11/7/2017
ClearChoice Holdings, LLC	USA	SMILE HEALTHY	4488557	7/25/13	2/25/14 (purchased by CCH 9/1/2017)