

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		04/30/2018	BANK: CANADA

RECEIVING PARTY DATA

Name:	HEARTLAND DENTAL, LLC
Street Address:	1200 NETWORK CENTRE DRIVE
City:	EFFINGHAM
State/Country:	ILLINOIS
Postal Code:	62401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3727696	WILLOW BEND DENTAL
Registration Number:	4623853	HEARTLAND DENTAL
Registration Number:	4627739	HEARTLAND DENTAL
Registration Number:	4769692	HEARTLAND DENTAL
Registration Number:	4547618	MY FREE SMILE
Registration Number:	4638356	MY SMILE CARE
Registration Number:	4597038	
Serial Number:	87210128	DMP DOCTOR MASTERY PROGRAM
Serial Number:	87210058	DOCTOR MASTERY PROGRAM

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

CH \$240.00 3727696

ATTORNEY DOCKET NUMBER:	37427-112
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/17/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of April 30, 2018 and delivered by Bank of Montreal, in its capacity as collateral agent for the Loan Parties under the Security Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of Heartland Dental, LLC (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below), the Security Agreement (as defined below) or the Second Lien Credit Agreement (as defined below), as applicable.

WHEREAS, pursuant to Second Lien Credit Agreement, dated as of December 21, 2012 (as amended and restated by Amendment No. 1 to Second Lien Credit Agreement, dated as of July 31, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among the Grantor, Heartland Dental Intermediate Holdings, LLC, as Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and Bank of Montreal, as administrative agent and collateral agent for the Lenders, the "Second Lien Credit Agreement"), the Grantor and the Collateral Agent entered into that certain Second Lien Pledge and Security Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Interest Assignment, dated as of July 31, 2017 (collectively, the "Second Lien IP Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to all of (i) their trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) their patents and patent applications including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) their copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the "Intellectual Property").

WHEREAS, the Second Lien IP Security Agreement was recorded with the United States Patent and Trademark Office on July 31, 2017 at Reel/Frame 6118/0525.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release the Security Interest in the Intellectual Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property, terminates the Second Lien IP Security Agreement, and retransfers

and reassigns to the Grantor without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Intellectual Property of the Grantor.


This Release shall be governed by and construed in accordance with the laws of the State of New York.

The Collateral Agent hereby authorizes and requests that the Commissioner of Trademarks record this Release

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

Bank of Montreal,
as Collateral Agent

By: 
Name: **Phillip Ho**
Title: **Director**

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006332 FRAME: 0515

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

Owner	Registration No.	Mark
Heartland Dental, LLC	3,727,696	WILLOW BEND DENTAL
Heartland Dental, LLC	4,623,853	HEARLAND DENTAL
Heartland Dental, LLC	4,627,739	HEARTLAND DENTAL & Tooth Design (horizontal)
Heartland Dental, LLC	4,769,692	HEARTLAND DENTAL & Tooth Design (vertical)
Heartland Dental, LLC	4,547,618	MY FREE SMILE & Smile Design
Heartland Dental, LLC	4,638,356	MY SMILE CARE (Stylized)
Heartland Dental, LLC	4,597,038	Tooth Design

U.S. Trademark Applications

Owner	Serial No.	Mark
Heartland Dental, LLC	87/210,128	DMP DOCTOR MASTERY PROGRAM & Caduceus Design
Heartland Dental, LLC	87/210,058	DOCTOR MASTERY PROGRAM