

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474552

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: 5			
Property Type	Number	Word Mark	
Registration Number:	4271149	FREE DENTISTRY DAY GIVING BACK TO OUR CO	
Registration Number:	4445960	HEARTLAND DENTAL CARE	
Registration Number:	4490111	SMILING A HEARTLAND DENTAL CARE PUBLICAT	
Registration Number:	4255136	SIMPLE DENTAL OPTIONS	
Registration Number:	3500419	MCKINNEYDENTIST.COM	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	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		
ATTORNEY DOCKET NUMBER:	37427-112		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	05/17/2018		

CH \$140.00 4271149

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 Credit Agreement (as defined below), as applicable.

WHEREAS, the parties entered into that certain 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”).

WHEREAS, pursuant to the Credit Agreement, Grantor entered into (i) that certain Second Lien Pledge and Security Agreement, dated December 21, 2012, between Grantor, Neibauer Dental Corporation, Royal Bank of Canada (“RBC”) and certain other parties thereto; and (ii) 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”), between the Grantor and the Collateral Agent, (the “Security Agreement”).

WHEREAS, the Intellectual Property Security Agreement, dated December 21, 2012, evidencing the security interest granted by Grantor in favor of RBC was recorded with the United States Patent and Trademark Office on February 12, 2013 at Reel/Frame 4961/0433 (“Second Lien IP Security Agreement”).

WHEREAS, pursuant to that certain Amendment No. 1 to the Second Lien Credit Agreement, the Collateral Agent assumed and succeeded to all of the rights, powers, discretions, privileges and duties of RBC as administrative and collateral agent under the Credit Agreement and the other Loan Documents.

WHEREAS, pursuant to the Security Agreement, the Grantor assigned, pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing 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 Intellectual Property Security Interest Assignment Agreement was recorded with the United States Patent and Trademark Office on July 31, 2017 at Reel/Frame 6118/0664 (“IP Assignment Agreement”).

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its 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.

[Remainder of this page intentionally left blank]

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: 0527

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

Owner	Registration No.	Mark
Heartland Dental, LLC	4271149	FREE DENTISTRY DAY GIVING BACK TO OUR COMMUNITY ONE SMILE AT A TIME
Heartland Dental, LLC	4445960	HEARTLAND DENTAL CARE (Stylized)
Heartland Dental, LLC	4490111	SMILING A HEARTLAND DENTAL CARE PUBLICATION (Stylized)
Heartland Dental, LLC	4255136	SIMPLE DENTAL OPTIONS
Heartland Dental, LLC	3500419	MCKINNEYDENTIST.COM