

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		09/03/2020	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dentek Oral Care, Inc.		
Street Address:	660 White Plains Road		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3036785	CANKER COVER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/09/2020		
Total Attachments: 6			
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OP \$40.00 3036785

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citibank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 3, 2020

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dentek Oral Care, Inc.

Street Address: 660 White Plains Road

City: Tarrytown

State: NY

Country: USA Zip: 10591

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-TN
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3036785

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 9, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-9148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS
REEL/FRAME 5674/0591

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 3, 2020, in favor of DENTEK ORAL CARE, INC., a Tennessee corporation (“Grantor”) by CITIBANK, N.A., in its capacity as administrative agent (the “Administrative Agent”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, Grantor and the Administrative Agent entered into that certain ABL Credit Agreement by and between Grantor, the Administrative Agent and the other parties thereto dated January 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, Grantor and the Administrative Agent entered into that certain ABL Security Agreement by and between Grantor, the Administrative Agent and the other parties thereto dated January 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Administrative Agent a lien on and security interest in all of its right, title and interest in, to and under certain intellectual property, including trademarks and registered trademarks and logos, and, in connection therewith, entered into that certain Trademark Security Agreement dated April 1, 2016 (the “Trademark Security Agreement”) for the purpose of recording such security interest with respect to certain trademarks of Grantor with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2016, at Reel 5674 /Frame 0591; and

WHEREAS, the Administrative Agent hereby agrees to execute this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, (a) terminates, cancels, discharges and releases any and all security interests it has in, to and under (i) the trademark registrations and applications set forth on Schedule A hereto, (the “Released Trademarks”), (ii) all proceeds and products of the Released Trademarks, (iii) the goodwill associated with the Released Trademarks, (iv) all renewals, applications, and extensions of the Released Trademarks, and (v) any causes of action arising prior to the date hereof for infringement of any of the Released Trademarks or unfair competition regarding the same, and (b) re-assigns to Grantor any right, title and interest arising under the Trademark Security Agreement that the Administrative Agent may have in, to and under the Released Trademarks and authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.

This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Trademark Security Agreement (the

“Retained Collateral”). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Trademark Security Agreement with respect to all such Retained Collateral, and the Administrative Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

The Administrative Agent will, at Grantor’s sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

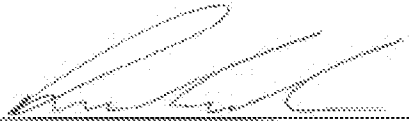
The execution and delivery of this Release is without recourse to or warranty by the Administrative Agent.

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

* * * * *

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

CITIBANK, N.A., as Administrative Agent

By: 


Name: David Smith

Title: Vice President

Trademark Release

TRADEMARK
REEL: 007047 FRAME: 0515

DENTEK ORAL CARE, INC., as Grantor

By:  _____

Name: William P'Pool

Title: Secretary

SCHEDULE A

Trademark	Country	Registration Number	Registration Date
CANKER COVER	U.S.	3036785	December 27, 2005