

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654266

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|---|---------------------------------------|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Keybank National Association | | 06/15/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Care For Kids - USA, LLC | | |
| Street Address: | 401 Edgewater Drive, Suite 403 | | |
| City: | Wakefield | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01880 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2637669 | A TOOTH DOCTOR FOR KIDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 6179517790 | | |
| Email: | ronald.duvernay@ropesgray.com | | |
| Correspondent Name: | Ronald M. Duvernay | | |
| Address Line 1: | Prudential Tower, 800 Boylston Street | | |
| Address Line 2: | Ropes & Gray LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02199-3600 | | |
| ATTORNEY DOCKET NUMBER: | 107852-0130-001 | | |
| NAME OF SUBMITTER: | Ronald M. Duvernay | | |
| SIGNATURE: | /r duvernay/ | | |
| DATE SIGNED: | 06/15/2021 | | |
| Total Attachments: 4 | | | |
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of June 15, 2021 is made by KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (as defined below), in favor of CARE FOR KIDS - USA, LLC, a Delaware limited liability company (the "Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that (i) certain Credit Agreement, dated as of February 9, 2012 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the lenders party thereto from time to time and KEYBANK NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), (ii) certain Pledge and Security Agreement, dated as of February 9, 2012 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Grantors (as defined therein) party thereto and the Administrative Agent, and (iii) certain Trademark Security Agreement, dated as of February 9, 2012 (the "Trademark Security Agreement"), executed by the Grantor in favor of the Administrative Agent, the Grantor pledged and granted to the Administrative Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Specified Collateral, as such term is defined in the Trademark Security Agreement, including the Trademarks listed on Schedule 1 attached hereto; and

WHEREAS, the security interest in the Specified Collateral pledged and granted by the Grantor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 10, 2012 at Reel 4715, Frame 0044; and

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of the Specified Collateral and reassign any and all of the right, title, and interest the Administrative Agent may have in and to the Specified Collateral to Grantor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby releases and discharges all of its mortgages, liens and security interests in all of the Grantor's right, title and interest in, to and under the Specified Collateral, which had been granted under the Trademark Security Agreement and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Specified Collateral to the Grantor.

2. The Administrative Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.


3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND

GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Tatia M. Gagnon
Title: Vice President

**Schedule 1
to
Release of Security Interest in Trademarks**

| Owner | Trademark | Registration No. |
|---------------------|----------------------------|------------------|
| Care for Kids – USA | A TOOTH DOCTOR FOR KIDS | 2,637,669 |