

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		08/18/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Premier Dental Holdings, Inc.		
Street Address:	530 S. Main Street		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92868		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85527433	SMILEBEST DENTAL	
Serial Number:	85527512	SMILEBEST DENTAL & ORTHODONTICS	
Serial Number:	85512734	SMILEBEST DENTAL	
Serial Number:	87069597	SHOW OFF THAT SMILE	
Serial Number:	87124166	BRIDENT DENTAL & ORTHODONTICS PROFESSION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	13152647134		
Email:	sophiabyer@paulhastings.com		
Correspondent Name:	Sophia Byer		
Address Line 1:	200 Park Ave		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Sophia Byer		
SIGNATURE:	/Sophia Byer/		
DATE SIGNED:	08/24/2021		
Total Attachments: 3			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), effective as of August 18, 2021, is made by **ROYAL BANK OF CANADA**, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”), in favor of **PREMIER DENTAL HOLDINGS, INC.** (the “Pledgor”), as follows:

W I T N E S S E T H

WHEREAS, Pledgor is party to the Trademark Security Agreements, each dated November 1, 2012, and August 23, 2016, and the Supplemental Trademark Security Agreement, dated November 10, 2016 (collectively, the “Security Agreements”), by and between the Pledgor and Jefferies Finance LLC (“Jefferies”);

WHEREAS, pursuant to the Security Agreements, the Pledgor granted to Jefferies a security interest in and continuing lien on all right, title and interest of the Pledgor in and to the trademark registrations and trademark applications set forth on Schedule 1 attached hereto, including all goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, the Security Agreements were recorded with the United States Patent and Trademark Office on November 12, 2012, and August 23, 2016, at Reel/ Frame 4898/607 and 5862/686, and on November 11, 2016 at Reel/Frame 5919/422;

WHEREAS, pursuant to the Trademark Security Interest Assignment Agreements (the “Trademark Assignments”), each dated as of June 30, 2017, by and between the Pledgor, Jefferies, and the Collateral Agent, Jefferies assigned to Collateral Agent all Jefferies’ right, title and interest under the Security Agreements, including, without limitation, Jefferies’ security interest in the Trademarks;

WHEREAS, the Trademark Assignments were recorded with the United States Patent and Trademark Office on June 30, 2017, and July 17, 2017 at Reel/Frame 6103/0054, 6109/0180, and 6109/0188 in the United States Patent and Trademark Office; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Collateral Agent hereby terminates the Trademark Assignments and Security Agreements and hereby terminates, cancels, discharges and releases any and all liens and security interests that the Collateral Agent has in, to and under the Trademarks.
2. Authorization to Record. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.
3. Further Assurances. The Collateral Agent hereby agrees, at Pledgor’s sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the intents and purposes of this Release.
4. Governing Law. This Release shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed on the date first written above.

ROYAL BANK OF CANADA, as Collateral Agent

By:  _____



Name: Yvonne Brazier

Title: Manager, Agency Services

SCHEDULE 1

Reel/frame 4898/607; 6103/0054

Trademark Registrations and Applications

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
SMILEBEST DENTAL AND DESIGN 	85527433	January 27, 2012	N/A	N/A	Premier Dental Holdings, Inc.
SMILEBEST DENTAL & ORTHODONTICS AND DESIGN 	85527512	January 27, 2012	N/A	N/A	Premier Dental Holdings, Inc.
SMILEBEST DENTAL	85512734	January 10, 2012	N/A	N/A	Premier Dental Holdings, Inc.


Reel/frame 5862/686; 6109/0188

Trademark Registrations and Applications

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
SHOW OFF THAT SMILE	87069597	June 13, 2016	5124187	January 17, 2017	Premier Dental Holdings, Inc.

Reel/frame 5919/422; 6109/0180

Trademark Registrations and Applications

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
BRIDENT DENTAL & ORTHODONTICS PROFESSIONAL CARE PRODUCTS 	87124166	August 2, 2016	Pending	N/A	Premier Dental Holdings, Inc.