

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRYSTAL CLEAR ALIGNERS LLC		06/30/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CAPSTAR BANK		
Street Address:	1201 Demonbreun Street		
Internal Address:	Suite 700		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5939464	ATTACHMENTS FLUTE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6158508741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	024617.22616		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	07/21/2022		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), dated as of June 30, 2022, is made by CRYSTAL CLEAR ALIGNERS LLC, a New Jersey limited liability company (the “*Grantor*”), in favor of CAPSTAR BANK (the “*Lender*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), by and among the Grantor, as borrower, the other borrowers party thereto and the Lender, the Lender has agreed to extend certain financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, Grantor has pledged and granted to the Lender a continuing security interest in all of its Trademarks constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Loan Agreement and in furtherance thereof, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to extend certain financial accommodations to the Grantor pursuant to the Loan Agreement, Grantor agrees with the Lender as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Lender to secure payment, performance and observance of its obligations under the Loan Agreement and each other Loan Document. For the avoidance of doubt, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Loan Agreement and each other Loan Documents and is expressly subject to the terms and conditions thereof. The Loan Agreement and each other Loan Document (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CRYSTAL CLEAR ALIGNERS LLC, as
Grantor

By: 
Name: Mouner Amer
Title: President

CAPSTAR BANK, as Lender

By:  _____

Name: Evan Barker

Title: SVP, Healthcare Banking

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Status	Registration No.	Registration Date
CRYSTAL CLEAR ALIGNERS LLC	ATTACHMENTS FLUTE	Registered	5939464	12-17-2019