

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carefree Practice Resources LLC		03/01/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	CIBC Square, 81 Bay Street		
Internal Address:	10th Fl.		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4583495	MY KID'S SMILE DENTISTRY & ORTHODONTICS	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	03/01/2023		
Total Attachments: 6			
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OP \$40.00 4583495

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TRADEMARK COLLATERAL AGREEMENT

This 1st day of March, 2023, CAREFREE PRACTICE RESOURCES LLC, a Nevada limited liability company ("**Debtor**"), with its principal place of business and mailing address at 3605 Grant Dr., Reno, Nevada 89509, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Canadian Imperial Bank of Commerce ("**CIBC**"), with its mailing address at CIBC Square, 81 Bay Street, 10th Floor, Toronto, ON M5J 0E7, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (CIBC acting as such administrative agent and any successor(s) or assign(s) to CIBC acting in such capacity being hereinafter referred to as the "**Agent**"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement (as the same may be amended, modified, or restated from time to time (the "**Security Agreement**")) dated as of March 1, 2023, among Debtor and Agent.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "**Intent-to-Use Applications**"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of

Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Debtor of a manually signed paper trademark collateral agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed trademark collateral agreement converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006 of the *Electronic Signatures in Global and National Commerce Act*, as it may be amended from time to time.

This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Debtor acknowledges that this Trademark Collateral Agreement is and shall be effective upon its execution and delivery by the Debtor to the Agent.

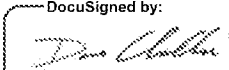
This Trademark Collateral Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

Carefree Practice Resources LLC


By:  _____
Name: **David W. Challis**
Title: **Chief Operating Officer and
Chief Financial Officer**

Accepted and agreed to as of the date and year last above written.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent**

By: 

Name: Vidur Parmar
Title: Authorized Signatory



Name: Shifei Li
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT- CAREFREE]

TRADEMARK
REEL: 007988 FRAME: 0921

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
FEDERAL TRADEMARK REGISTRATIONS

Owner	Mark	Application No	Application Date	Registration No	Registration Date
Carefree Practice Resources LLC	My Kid's Smile Dentistry & Orthodontics	86138298	December 9, 2013	4583495	August 12, 2014