

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded at R/F 6030/0891		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		09/29/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	JDC Healthcare Management LLC		
Street Address:	3030 LBJ Freeway, Suite 1400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	72534		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3224460	EL AMIGO DE LA FAMILIA HISPANA!	
Registration Number:	4612439	GIVING REASONS TO SMILE SINCE 1967	
Registration Number:	4985193	JEFFERSON DENTAL CARE	
Registration Number:	3158462	JEFFERSON DENTAL CLINICS	
Registration Number:	4268797	JEFFERSON DENTAL ORTHODONTICS	
Registration Number:	4280512	JEFFERSON ORTHODONTICS	
Registration Number:	4622512	POWER YOUR FUTURE	
Registration Number:	4565323		
Registration Number:	4576992	JEFFERSON DENTAL CLINICS	
Registration Number:	4195387	TU SONRISA LO DICE TODO EN JEFFERSON DEN	
Registration Number:	4618771	YOUR SMILE SAYS IT ALL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		

CH \$290.00 3224460

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42842-1

NAME OF SUBMITTER: Barbara M. Siepka

SIGNATURE: /Barbara M. Siepka/

DATE SIGNED: 10/01/2023

Total Attachments: 4

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

September 29, 2023

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 29, 2023 by ARES CAPITAL CORPORATION, a Maryland corporation, in its capacity as collateral agent under the Credit Agreement (as defined below) (the “Collateral Agent”), in favor of each Registrant listed on Schedule A hereto (each such entity, a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to the Credit Agreement, dated as of April 10, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among JEFFERSON MANAGEMENT HOLDINGS, LLC, as Holdings, JDC HEALTHCARE MANAGEMENT, LLC, as the Borrower, the lenders from time to time party thereto, the Collateral Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Security Pledge Agreement, dated as of April 10, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Grantor executed and delivered that certain Grant of Security Interest in Trademark Rights, dated as of April 10, 2017, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 6030, Frame 0891, on April 10, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of September 29, 2023, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested, and the Collateral Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. The Collateral Agent, without any representation and warranty by or any recourse to the Collateral Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Grantors any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).


3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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Very truly yours,

ARES CAPITAL CORPORATION,
as Agent

By:  _____
Name: Scott Lem _____
Title: Authorized Signatory _____

SCHEDULE A

Grantor	Application Number	Reg. Number	Word Mark
JDC Healthcare Management, LLC	78761421	3224460	EL AMIGO DE LA FAMILIA HISPANA!
JDC Healthcare Management, LLC	86047632	4612439	GIVING REASONS TO SMILE SINCE 1967
JDC Healthcare Management, LLC	86686526	4985193	JEFFERSON DENTAL CARE
JDC Healthcare Management, LLC	78761425	3158462	JEFFERSON DENTAL CLINICS
JDC Healthcare Management, LLC	85221248	4268797	JEFFERSON DENTAL ORTHODONTICS
JDC Healthcare Management, LLC	85442413	4280512	JEFFERSON ORTHODONTICS
JDC Healthcare Management, LLC	86140413	4622512	POWER YOUR FUTURE
JDC Healthcare Management, LLC	85915049	4565323	TOOTH DESIGN
JDC Healthcare Management, LLC	85915963	4576992	JEFFERSON DENTAL CLINICS [design only trademark]
JDC Healthcare Management, LLC	85221222	4195387	TU SONRISA LO DICE TODO EN JEFFERSON DENTAL CLINICS
JDC Healthcare Management, LLC	86140363	4618771	YOUR SMILE SAYS IT ALL