

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, as Retiring Administrative Agent		12/27/2023	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as successor Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4501495	CLEARCHOICE	
Registration Number:	3685880	CLEARCHOICE	
Registration Number:	3553219	CLEARCHOICE DENTAL IMPLANT CENTER	
Registration Number:	3225921	CLEARCHOICE DENTAL IMPLANTS	
Registration Number:	4959343	CLEARCHOICE FAMILY DENTAL	
Registration Number:	4936219	CLEARCHOICE FAMILY DENTAL	
Registration Number:	5129626	PRACTICE PRIVILEGES	
Registration Number:	5129627	PRACTICE PRIVILEGES	
Registration Number:	4250368	THE CLEARCHOICE EXPERIENCE	
Registration Number:	5147601	THE CLEARCHOICE WAY	
Registration Number:	5152172	THE CLEARCOICE WAY	
Registration Number:	5329214	CLEARCHOICE	
Registration Number:	4488557	SMILE HEALTHY	
Registration Number:	5698923	GET BACK OUT THERE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
		TRADEMARK	

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Phone: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 22946.00030

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/27/2023

Total Attachments: 7

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Assignment”) dated as of December 27, 2023 (the “Effective Date”), from ROYAL BANK OF CANADA, as retiring Administrative Agent for the Lenders (in such capacity, the “Existing Agent”), to JPMORGAN CHASE BANK, N.A., as successor Administrative Agent for the Lenders effective as of the Effective Date, with an address of 383 Madison Avenue, New York, New York 10179 (together with its successors and assigns, the “Successor Agent”).

W I T N E S S E T H

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement, dated as of March 19, 2021, by the Grantor party thereto in favor of the Existing Agent, recorded with the United States Patent and Trademark Office on March 23, 2021 with Reel 7229 Frame 0367 (the “Trademark Security Agreement”), Grantor granted a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all proceeds therefrom (collectively, the “Collateral”), to the Existing Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks were not deemed to be Collateral unless and until an amendment to allege use or a statement of use was filed and accepted by the United States Patent and Trademark Office, whereupon such application was then automatically subject to the security interest granted in the Trademark Security Agreement and deemed to be included in the Collateral.

WHEREAS, the Existing Agent has assigned all of its rights, powers, and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment have the meanings provided or provided by reference in the Trademark Security Agreement. The term “Collateral” includes, without limitation, those items listed on Schedule A hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers, and privileges under the Trademark Security Agreement, including those with respect to the Collateral, to the Successor Agent.

3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recording. Existing Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Assignment.

5. Applicable Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above,

EXISTING AGENT:

ROYAL BANK OF CANADA

By: 

Name: Casey Clark

Title: Manager, Agency Services

[Signature Page to Trademarks Assignment (ClearChoice Holdings)]

Accepted and Agreed:

SUCCESSOR AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Joon Hur

Title: Executive Director

{Signature Page to Trademarks Assignment (ClearChoice Holdings)}

TRADEMARK
REEL: 008301 FRAME: 0955

SCHEDULE A

U.S. Trademark Registrations and Applications

[see attached]

Trademark	Country	Filed	Application #	Reg. Date	Reg. #	Status	Owner
CLEARCHOICE	USA	8/13/13	86/036,868	3/25/14	4,501,495	Registered	ClearChoice Holdings, LLC
CLEARCHOICE & DESIGN	USA	3/9/09	77/686,189	9/22/09	3,685,880	Registered	ClearChoice Holdings, LLC
CLEARCHOICE DENTAL IMPLANT CENTER	USA	3/17/08	77/423,988	12/30/08	3,553,219	Registered	ClearChoice Holdings, LLC
CLEARCHOICE DENTAL IMPLANTS	USA	8/17/05	78/694,876	4/3/07	3,225,921	Registered	ClearChoice Holdings, LLC
CLEARCHOICE FAMILY DENTAL	USA	8/27/15	86/739,416	5/17/16	4,959,343	Registered	ClearChoice Holdings, LLC
CLEARCHOICE FAMILY DENTAL & DESIGN	USA	8/27/15	86/739,410	4/12/16	4,936,219	Registered	ClearChoice Holdings, LLC
PRACTICE PRIVILEGES	USA	3/26/15	86/577,833	1/24/17	5,129,626	Registered	ClearChoice Holdings, LLC
PRACTICE PRIVILEGES & design	USA	3/26/15	86/577,861	1/24/17	5,129,627	Registered	ClearChoice Holdings, LLC
THE CLEARCHOICE EXPERIENCE	USA	3/16/09	77/691,413	11/27/12	4,250,368	Registered	ClearChoice Holdings, LLC
THE CLEARCHOICE WAY	USA	10/13/15	86/786,356	2/21/17	5,147,601	Registered	ClearChoice Holdings, LLC

THE CLEARCHOICE WAY & DESIGN	USA	10/23/15	86/798,032	2/28/17	5,152,172	Registered	ClearChoice Holdings, LLC
CLEARCHOICE & DESIGN (modified)	USA	04/18/17	87/415485	11/7/17	5,329,214	Registered	ClearChoice Holdings, LLC
SMILE HEALTHY	USA	7/25/13	86/019,723	2/25/14	4,488,557	Registered	ClearChoice Holdings, LLC
GET BACK OUT THERE	USA	1/24/18	87/768,378	3/12/19	5,698,923	Registered	ClearChoice Holdings, LLC

TRADEMARK

REEL: 008301 FRAME: 0958

RECORDED: 12/27/2023