

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		01/06/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Garden State Dental Management, LLC		
Street Address:	66 Route 17 North		
Internal Address:	Suite 400		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1806609		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	01/07/2016		
Total Attachments: 4			
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OP \$40.00 1806609

**RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), dated as of January 6__, 2016, is made by NXT Capital, LLC, as Agent ("Agent"), in favor of Garden State Dental Management, LLC ("Grantor"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Third Amended and Restated Senior Credit Agreement dated as of April 30, 2012 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, as a borrower, each other Person party thereto that is designated as a "Credit Party", the Lenders from time to time party thereto and the Agent;

WHEREAS, pursuant to the Second Amended and Restated Guaranty and Security Agreement, dated as of April 30, 2012 by and among the Credit Parties and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), a lien on and security interest in (the "Security Interest") certain collateral, including the Trademark Collateral (as hereinafter defined), was granted by Grantor to the Agent; and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Grantor entered into that certain Trademark Security Agreement dated as of April 30, 2012, (the "Trademark Security Agreement"), in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 2, 2012 at Reel 4770, Frame 0087; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule 1 hereto.

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the following collateral of Grantor:

- (a) all of its Trademarks providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Capitalized terms not defined herein have the meanings set forth in the Credit Agreement, Guaranty and Security Agreement and Trademark Security Agreement, as applicable.

2. Release of Security Interest. Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantor, and its successors and assigns to the Trademark Collateral, its Lien on and security interest in and to the Trademark Collateral, and any and all right, title and interest of the Agent in, to and under the Trademark Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

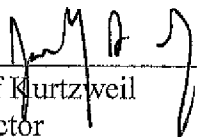
5. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, or upon the reasonable request of Grantor's successors, assigns or other legal representatives, Agent agrees to provide Grantor or its successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

6. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO 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 Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

NXT CAPITAL, LLC

By:  _____
Name: Jeff Kurtzweil
Title: Director

[Signature Page to Release of Security Interest in Trademark Rights]

Schedule 1

Trademark Registrations

1. REGISTERED TRADEMARKS

DENTIST DESIGN

Registration No. 1,806,609

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.