TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL, AS AGENT		08/24/2016	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	Vital Smiles, Inc.
Street Address:	1900 Crestwood Blvd
Internal Address:	Suite 211
City:	Irondale
State/Country:	ALABAMA
Postal Code:	35210
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3337397	VITAL SMILES

CORRESPONDENCE DATA

Fax Number: 2027995000

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.

Phone: 2027994000
Email: gregory.esau@dlapiper.com
Correspondent Name: Gregory C. Esau
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory C. Esau
SIGNATURE:	/Gregory C. Esau/
DATE SIGNED:	08/30/2016

Total Attachments: 3
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TERMINATION AND RELEASE
OF TRADEMARK COLLATERAL AGREEMENT

August 24, 2016

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT ("Release"), by **Bank of Montreal, as Agent** (the "Agent") in favor of **Vital Smiles, Inc.,** a corporation of Alabama (the "Debtor").

WHEREAS, pursuant to the terms of certain Trademark Collateral Agreement (the "Agreement"), dated as of May 7, 2010, by and between the Debtor and the Agent, the Debtor granted to the Agent on behalf of the secured parties, a security interest in and to all of the right, title and interest of the Debtor in and to the trademark listed on Schedule A attached hereto, together with the goodwill of the business connected with the use of, and symbolized by the trademark, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the obligations;

WHEREAS, the Agent wishes to terminate and release its security interest in and to all of the right, title and interest of the Debtor in and to the Collateral, including the Intellectual Property identified on Schedule A attached hereto; and

WHEREAS, the Agreement pertaining to the trademark VITAL SMILES, as shown on Schedule A attached hereto, was executed on May 7, 2010 and recorded with the United States Patent and Trademark Office on May 10, 2010 at Reel/Frame: 004201/0869; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates the Agreement and (ii) terminates, releases and discharges fully its security interest in and to all of the right, title and interest of the Debtor in and to the Collateral, including the Intellectual Property identified on Schedule A attached hereto, and reassigns, grants and conveys to the Debtor all of the right, title and interest that the Agent may have in the Collateral, and terminates the Agreement. The Agent hereby authorizes the Debtor, or the Debtor authorized representative, to record this Release with the United States Patent and Trademark Office.

[Signature page follows.]

IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

Bank of Montreal, as Agent

By: _____
Name: David Cheek
Title: Director

[Signature page to Termination and Release of Trademark Collateral Agreement – Vital Smiles]

Schedule A

I. Registered Trademarks

Trademark	Owner/Applicant	App. Number	App. Date	Reg. Number	Grant Date
VITAL SMILES	Vital Smiles, Inc.	78941482	July 31, 2006	3337397	Nov. 13, 2007