

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SDC U.S. SMILEPAY SPV	11/04/2020
RECEIVING PARTY DATA	
Name:	SMILEDIRECTCLUB LLC
Street Address:	414 UNION STREET
Internal Address:	8TH FLOOR
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37219
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17248103
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NAME OF SUBMITTER:	LAURA E. BUHS
SIGNATURE:	/laura e. buhs/
DATE SIGNED:	08/03/2021
Total Attachments: 1	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into by and between SDC U.S. SMILEPAY SPV, a Delaware statutory trust (hereinafter "Assignor"), in favor of SMILEDIRECTCLUB, LLC, a Tennessee limited liability company (hereinafter "Assignee"), pursuant to Section 4.4 of the IP License Agreement executed between Assignor and Assignee dated May 12, 2020 and related to the Purchase And Sale Agreement executed between Assignor and Assignee dated May 12, 2020.

WHEREAS Assignor is the owner of the following patent application (the "Patent Application");

U.S. PATENT APPLICATION NO.	FILING DATE	TITLE
16/859950	4/27/2020	ARRANGEMENTS FOR INTRAORAL SCANNING

WHEREAS Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Patent Application;


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby contributes, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to (i) the Patent Application, and all patents issuing therefrom, (ii) all intellectual property rights in and to the inventions or designs claimed therein, (iii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iv) all proceeds of the foregoing, including all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements or other violations thereof, (v) all rights to sue for past, present, and future infringements or other violations thereof, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

Assignor hereby authorizes and requests the United States Patent and Trademark Office or foreign or international intellectual property office, as applicable, to record Assignee as the assignee and owner of the Patent Application. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflict of laws.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date written below.

The undersigned hereby grant the firm of FOLEY & LARDNER LLP, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Date: 11/4/20

SDC U.S. SMILEPAY SPV
 By: 
 Name: Kyle Wailes
 Title: CFO