

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Six Month Smiles, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	255 East Avenue
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14604
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3435176	6
Registration Number:	3584168	6
Registration Number:	4194173	FREQUENT SMILER PROGRAM
Registration Number:	4161856	LUCID LOK
Registration Number:	4112697	
Registration Number:	4194172	ORTHOFLOW
Registration Number:	4194170	ORTHOMAX
Registration Number:	3670066	SIX MONTH SMILES

CORRESPONDENCE DATA

Fax Number: 5854198813  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 585-419-8636  
 Email: harrisbeachip@harrisbeach.com

Correspondent Name: Neal L. Slifkin, Harris Beach PLLC  
Address Line 1: 99 Garnsey Road  
Address Line 4: Pittsford, NEW YORK 14534

ATTORNEY DOCKET NUMBER: 265196

NAME OF SUBMITTER: Neal L. Slifkin

Signature: /Neal L. Slifkin/

Date: 02/13/2013

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made January 31, 2013 in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("Lender"), a New York banking corporation with an address of 255 East Avenue, Rochester, New York 14604, by SIX MONTH SMILES HOLDINGS, INC. ("Holdings"), a corporation formed under the laws of the State of Delaware, with a principal address of 35 Main Street, Scottsville, New York 14546, and SIX MONTH SMILES, LLC ("Smiles", and jointly and severally with Holdings, "Grantor"), a limited liability company formed under the laws of the State of Delaware, with a principal address of 35 Main Street, Scottsville, New York 14546.

Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Credit Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means the Credit Facility Agreement between the Lender and Grantor, dated as of even date herewith, as the same may be modified, extended, or replaced from time to time.

"Liabilities" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor to Lender (including without limitation all sums expended by the Lender for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

"PTO" means the United States Patent and Trademark Office.

2. Security Interest. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or rights under trademark licenses in which any Grantor has an interest to the limited extent that any terms of such general intangible, license or law, statute or regulation pertaining to such general intangible restricts, prohibits or requires a consent (that has not been obtained) of a Person (other than any Grantor) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law; provided however, that Trademark Collateral shall include (i) proceeds of any item of general intangibles and (ii) any general intangible or license that at any time ceases to satisfy the criteria set forth above to be excluded from Trademark Collateral (whether as a result of the applicable Grantor obtaining any necessary consent, any change in law, statute or regulation or otherwise), and provided further that Grantor shall take all commercially reasonable action to obtain consents or otherwise make such general intangibles and licenses eligible as part of the Trademark Collateral.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Secured Party. Secured Party agrees to provide such agreement to Grantor upon full and final payment and satisfaction of all Liabilities (other than unasserted claims for indemnification or reimbursement). This Agreement has been entered into in conjunction with the security interests granted to Lender under the Credit Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or

any other document describing Lender's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Lender in a writing signed by the Grantor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Lender.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party with respect to any such new trademark rights promptly, and at any time upon Secured Party's request. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Credit Agreement, the terms of the Credit Agreement shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Default. The occurrence of any Event of Default under the Credit Agreement shall be an "Event of Default" under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as the Liabilities (other than unasserted claims for indemnification or reimbursement) have been finally and irrevocably satisfied in full.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Lender or by any officer or employee of the Lender, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Lender hereunder unless agreed by the Lender in writing. None of the rights and remedies of Lender hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Lender. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Lender in writing.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SIX MONTH SMILES HOLDINGS, INC.

By: *Nicholas H. Barker*  
Nicholas H. Barker  
Vice President, Secretary and Treasurer

SIX MONTH SMILES, LLC

By: *Nicholas H. Barker*  
Nicholas H. Barker  
Vice President, Secretary and Treasurer

MANUFACTURERS AND TRADERS TRUST COMPANY

By: 

J. Theodore Smith  
Vice President



SCHEDULE A  
 To the Trademark Security Agreement  
 Grantor: Six Month Smiles Holdings, Inc. and Six Month Smiles, LLC

Trademarks:

Mark	Jurisdiction	Status	Reg Number	Reg Date	Owner
6 & DESIGN	Australia	Registered	1305162	February 1, 2010	Six Month Smiles, LLC
6 & DESIGN	Canada	Published	TMA748114	June 12, 2010	Six Month Smiles, LLC
6 & DESIGN	European Community	Registered	8376841	January 12, 2010	Six Month Smiles, LLC
6 & DESIGN	USA	Registered	3435176	May 27, 2008	Six Month Smiles, LLC
6 & DESIGN	USA	Registered	3584168	May 3, 2009	Six Month Smiles, LLC
FREQUENT SMILER PROGRAM	USA	Registered	4194173	August 21, 2012	Six Month Smiles, LLC
LUCID LOK	USA	Registered	4161856	June 19, 2012	Six Month Smiles, LLC
Miscellaneous Design Logo (3 Overlapping Smiles)	Australia	Registered	1424004	October 24, 2011	Six Month Smiles, LLC
Miscellaneous Design Logo (3 Overlapping Smiles)	European Community	Registered	9950882	October 13, 2011	Six Month Smiles, LLC

Mark	Jurisdiction	Status	Reg Number	Reg Date	Owner
Miscellaneous Design Logo (3 Overlapping Smiles)	USA	Registered	4112697	March 13, 2012	Six Month Smiles, LLC
ORTHOFLOW	USA	Registered	4194172	August 21, 2012	Six Month Smiles, LLC
ORTHOMAX	USA	Registered	4194170	August 21, 2012	Six Month Smiles, LLC
SIX MONTH SMILES	Australia	Registered	12805070	August 31, 2009	Six Month Smiles, LLC
SIX MONTH SMILES	Canada	Registered	TMA816725	February 1, 2012	Six Month Smiles, LLC
SIX MONTH SMILES	European Community	Registered	7514789	July 29, 2009	Six Month Smiles, LLC
SIX MONTH SMILES	USA	Registered	3670066	August 18, 2009	Six Month Smiles, LLC