

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smile Brands Inc.		08/16/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Switzerland Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3951174	G3	
Registration Number:	4113064	SMILE BRANDS GROUP	
Registration Number:	4318782	SMILE U	
Registration Number:	4362288	SMILO	
Registration Number:	4325826	WE'D LOVE TO HEAR HOW WE MADE YOU SMILE	
Registration Number:	4123149	SMILES FOR EVERYONE	
Registration Number:	4133240		
Registration Number:	4083690	ESMILES	
Registration Number:	4187371	SMILE U	
Registration Number:	4206594	SMILE UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 3951174

via US Mail.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 800
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0577
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	08/16/2013

Total Attachments: 10

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

THIS AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) (this "Agreement"), dated as of August 16, 2013 is executed by Smile Brands Inc., a Washington corporation, and Smile Brands Group Inc., a Delaware corporation (collectively, the "Grantors" and each, individually, a "Grantor") and Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as collateral agent for the Secured Parties (as defined in the below-described Amended Credit Agreement) (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent").

A. Reference is made to that certain First Amendment to Credit Agreement, Guaranty Agreement and Security Agreement, dated as of August 16, 2013 (the "Amendment"), among Smile Brands Group Inc. (the "Borrower"), SBG Intermediate Holdings II, Inc., a Delaware corporation ("SBGH II"), SBG Intermediate Holdings, LLC, a Delaware limited liability company ("SBGH LLC"), and together with SBGH II, individually and collectively, "Holdings"), the other Guarantors party thereto, SBG Intermediate Holdings I, Inc., a Delaware corporation ("Parent"), the lenders party thereto (the "Lenders"), Credit Suisse, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Collateral Agent, and the other financial institutions named therein, that, *inter alia*, amends the Credit Agreement, dated as of December 21, 2010 (the "Credit Agreement"), among the Borrower, Holdings, Party, the Lenders party thereto from time to time, the Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, pursuant to which the Lenders have agreed to extend loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein. The Credit Agreement, as amended by the Amendment, and as further amended, amended and restated, supplemented or otherwise modified from time to time, is referred to herein as the "Amended Credit Agreement").

B. The Grantors and other entities party thereto from time to time have entered into a Security Agreement dated as of December 21, 2010 (as amended, supplemented and reaffirmed by the Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Grant of Security Interest.

C. Pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in and to certain intellectual property to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement) and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental entities.

D. An Intellectual Property Security Agreement was recorded on December 23, 2010 against certain United States Trademark Applications and Registrations owned by Smile Brands Holdings 2, Inc. at Reel/Frame No. 4440/0257.

E. An Intellectual Property Security Agreement was recorded on December 23, 2010 against certain United States Trademark Applications and Registrations owned by Smile Brands Inc. at Reel/Frame No. 4440/0225.

F. An Intellectual Property Security Agreement was recorded on December 23, 2010 against certain United States Trademark Applications and Registrations owned by Smile Brands West, Inc. at Reel/Frame No. 4440/0196.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Agreement, capitalized terms herein shall have the meanings ascribed to them in the Security Agreement or the Amended Credit Agreement, as applicable.

SECTION 2. Grant of Security. The Grantors hereby grant to the Collateral Agent for the ratable benefit of the Lenders a security interest in the Grantors' right, title and interest in, and to the following property of, the Grantors, whether now owned or hereafter acquired by the Grantors, wherever located, and whether now or hereafter existing or arising: all intellectual property of any kind or nature, including, without limitation,

(a) (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country (whether or not the underlying works have been published), including, but not limited to, copyrights in software and all rights in and to databases, all designs and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act) as well as all moral rights, reversionary interests and termination rights; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country with respect to any and all of the foregoing; (iii) any continuations, renewals or extensions thereof; (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (v) any registrations to be issued in any pending applications included in the foregoing; and (vi) all other rights of any kind accruing under the foregoing or pertaining thereto throughout the world,

(b) (i) all trademarks, trade names, corporate names, business names, trade dress, service marks, logos, designs, and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof or any other country or any political subdivision thereof and any reissues, extensions or renewals thereof, including those registrations and applications listed in Schedule 1 hereto; (ii) all goodwill associated with or symbolized by any of the foregoing; (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, and

(c) (i) all letters patent of, or rights corresponding thereto in, the United States or any other country, and certificates of invention or similar industrial property rights and applications for any of the foregoing, including, without limitation, all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country and all patents to issue in any such applications listed in Schedule 2 hereto; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisions, and patents of addition; (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world,

provided, however, that notwithstanding anything to the contrary herein, this Agreement shall not, at any time, constitute a grant of a security interest in any property that is an Excluded Asset, including any “intent to use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (but only until the filing of such statement is accepted and solely to the extent, if any, that a lien therein would impair the validity or enforceability of any registration that issues from such intent- to-use application under applicable federal law).

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement, or of any amendment or waiver of any provision of this Agreement, by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantors hereby consent to the application of New York civil law to the construction, interpretation and enforcement of this Security Agreement, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

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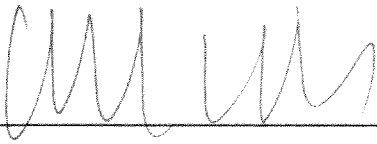
SMILE BRANDS GROUP INC., as a
Grantor


By: DA L
Name: David Young
Title: Chief Financial Officer and Treasurer

[Signature Page to After-Acquired Intellectual Property Security Agreement
(First Supplemental Filing)]

TRADEMARK
REEL: 005093 FRAME: 0029


**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 
Name: _____
Title: **ROBERT HETU
AUTHORIZED SIGNATORY**

By: 
Name: _____
Title: **PATRICK FREYTAG
AUTHORIZED SIGNATORY**

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark Name</u> as written out) and <u>Serial/Registration</u> <u>No./and Filing or</u> <u>Registration Date</u>	<u>Mark Image</u> (for design marks)	<u>Where</u> <u>Registered</u>	<u>Owner</u>
SMILE BRANDS 3955381 May 3, 2011		US	Smile Brands Group Inc.
G3 3951174 April 26, 2011		US	Smile Brands Inc.
SMILE BRANDS GROUP 4113064 March 13, 2012		US	Smile Brands Inc.
SMILE U 4318782 April 9, 2013		US	Smile Brands Inc.
SMILO 4362288 July 2, 2013		US	Smile Brands Inc.
WE'D LOVE TO HEAR HOW WE MADE YOU SMILE 4325826 April 23, 2013		US	Smile Brands Inc.
SMILES FOR EVERYONE 4123149 April 3, 2012		US	Smile Brands Inc.
Design Only 4133240 April 24, 2012		US	Smile Brands Inc.
ESMILES 4083690 January 10, 2012		US	Smile Brands Inc.
SMILE U 4187371 August 7, 2012		US	Smile Brands Inc.

<u>Mark Name</u> <u>as written out) and</u> <u>Serial/Registration</u> <u>No./and Filing or</u> <u>Registration Date</u>	<u>Mark Image</u> <u>(for design marks)</u>	<u>Where</u> <u>Registered</u>	<u>Owner</u>
SMILE UNIVERSITY 4206594 September 11, 2012		US	Smile Brands Inc.

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

Title	App. No.	Filing Date	Owner
Scalable Dental Office Management System	61/785,592	March 14, 2013	Smile Brands Inc.