

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smile Brands Inc.		10/12/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Agent		
Street Address:	225 W. Washington St., 9th Fl.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4187371	SMILE U	
Registration Number:	4206594	SMILE UNIVERSITY	
Registration Number:	3951174	G3	
Registration Number:	3573562	SMILES FOR EVERYONE	
Registration Number:	2755318	CONFIDENT	
Registration Number:	3266011		
Registration Number:	2453217	BRIGHT NOW!	
Registration Number:	2298047	BRIGHT NOW!	
Registration Number:	4113064	SMILE BRANDS GROUP	
Registration Number:	4123149	SMILES FOR EVERYONE	
Registration Number:	4133240		
Registration Number:	4362288	SMILO	
Registration Number:	4325826	WE'D LOVE TO HEAR HOW WE MADE YOU SMILE	
Registration Number:	4318782	SMILE U	
Registration Number:	4660058		
Registration Number:	4856514	HEALTHY HUDDLE	
Registration Number:	4856515	HEALTHY HUDDLE	
Registration Number:	5023314		
Registration Number:	5313655	E-SMILES	

CH \$715.00 4187371

Property Type	Number	Word Mark
Registration Number:	5303198	CELEBRATE. EVERYDAY. MIRACLES.
Registration Number:	5515039	OPENBOOK
Serial Number:	87486776	SMILE MART
Serial Number:	87556540	A+ DENTAL CARE
Serial Number:	87647601	SMILE MORE. PAY LESS.
Serial Number:	87678485	MY SMILE WANTS TO MEET YOUR SMILE!
Serial Number:	87891327	ENGAGE.RETAIN.GROW!
Serial Number:	87891265	CULTURE DRIVES COMPLIANCE
Serial Number:	88121402	GOING THE XTRA SMILE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	59975 / 031
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/16/2018

Total Attachments: 8

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 12, 2018 (AS AMENDED, RESTATED, AMENDED AND RESTATED, MODIFIED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG, INTER ALIOS, BMO HARRIS BANK N.A., AS THE SENIOR CREDITOR REPRESENTATIVE AND CORTLAND CAPITAL MARKET SERVICES LLC, AS THE SUBORDINATED CREDITOR REPRESENTATIVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of October 12, 2018, is made by **SMILE BRANDS INC.** (“**Grantor**”) in favor of Cortland Capital Market Services LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of October 12, 2018 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Note Purchase Agreement**”), by and among Smile Brands Inc., a Washington corporation (“**Smile Brands**”), and the other Note Parties party thereto from time to time, Agent and the Noteholders party thereto from time to time, the Purchasers have severally agreed to purchase the Notes (as defined in the Note Purchase Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Issuers) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Note Purchase Agreement) of Issuers; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Noteholders and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or

otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks providing for the grant by or to such 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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement 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 PAGES FOLLOW]

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

Very truly yours,

SMILE BRANDS INC.,
a Washington corporation,
as Grantor


By: 

Name: Bradley E. Schmidt
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Mezz)]

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent


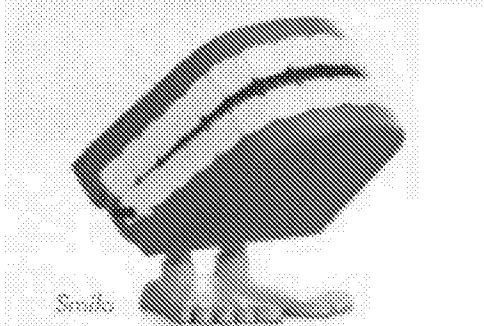


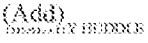
By: 
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations


1. REGISTERED TRADEMARKS

MARK NAME AND/OR MARK IMAGE Registration No./ Registration Date	WHERE REGISTERED	OWNER
SMILE U 4,187,371 08/07/2012	U.S.	Smile Brands Inc.
SMILE UNIVERSITY 4,206,594 09/11/2012	U.S.	Smile Brands Inc.
G3 3,951,174 04/26/11	U.S.	Smile Brands Inc.
SMILES FOR EVERYONE 3,573,562 02/10/2009	U.S.	Smile Brands Inc.
CONFIDENT 2,755,318 08/26/2003	U.S.	Smile Brands Inc.
 3,266,011 07/17/2007	U.S.	Smile Brands Inc.
 2,453,217 05/22/2001	U.S.	Smile Brands Inc.
BRIGHT NOW! 2,298,047 12/07/1999	U.S.	Smile Brands Inc.
SMILE BRANDS GROUP 4,113,064 03/13/2012	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Registration No./ Registration Date	WHERE REGISTERED	OWNER
SMILES FOR EVERYONE 4,123,149 04/03/2012	U.S.	Smile Brands Inc.
 4,133,240 04/24/2012	U.S.	Smile Brands Inc.
 4,362,288 07/02/2013	U.S.	Smile Brands Inc.
WE'D LOVE TO HEAR HOW WE MADE YOU SMILE 4,325,826 04/23/2013	U.S.	Smile Brands Inc.
 4,318,782 04/09/2013	U.S.	Smile Brands Inc.
 4,660,058 12/23/2014	U.S.	Smile Brands Inc.
 HEALTHY HUDDLE 4,856,514 11/17/2015	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Registration No./ Registration Date	WHERE REGISTERED	OWNER
 4,856,515 11/17/2015	U.S.	Smile Brands Inc.
 5,023,314 08/16/2016	U.S.	Smile Brands Inc.
E-SMILES 5,513,655 10/17/2017	U.S.	Smile Brands Inc.
CELEBRATE.EVERYDAY.MIRACLES 5,303,198 10/03/2017	U.S.	Smile Brands Inc.
OpenBook 5,515,039 07/10/2018	U.S.	Smile Brands Inc.

2. TRADEMARK APPLICATIONS

MARK NAME AND/OR MARK IMAGE Serial No./ Filing Date	WHERE REGISTERED	OWNER
SMILE MART Published (pending) Intent to Use Application #87/486,776	U.S.	Smile Brands Inc.
 A+ Dental Care Published (pending) Intent to Use Application #87/556,540 08/04/2017	U.S.	Smile Brands Inc.
SMILE MORE. PAY LESS. Published (pending) Intent to Use Application #87/647,601 10/16/2017	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Serial No./ Filing Date	WHERE REGISTERED	OWNER
MY SMILE WANTS TO MEET YOUR SMILE! Published (pending) Intent to Use Application #87/678,485 11/09/2017	U.S.	Smile Brands Inc.
ENGAGE.RETAIN.GROW! Published (pending) Intent to Use Application #87/891,327 04/24/2018	U.S.	Smile Brands Inc.
CULTURE DRIVES COMPLIANCE Published (pending) Intent to Use Application #87/891265 04/24/2018	U.S.	Smile Brands Inc.
GOING THE EXTRA SMILE Pending Intent to Use Application # 88121402 9/18/2018	U.S.	Smile Brands Inc.