

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCESS DENTAL LAB, LLC		06/14/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn st.		
Internal Address:	floor l2, suite il1-0480		
City:	chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88017945	ACCESS DENTAL LAB	
Serial Number:	88033433	A ACCESS DENTAL LAB	
Serial Number:	88156769	ORTHOSETUP SOFTWARE	
Serial Number:	88156750	ADL ORTHOSETUP SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	Jonathan brown		
Address Line 1:	71 S. Wacker dr.		
Address Line 2:	floor 42		
Address Line 4:	chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19617374		
NAME OF SUBMITTER:	Jonathan Brown		
SIGNATURE:	/Jonathan Brown/		
DATE SIGNED:	06/17/2019		
Total Attachments: 5			

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SHORT FORM

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of June 14, 2019, is made by ACCESS DENTAL LAB, LLC, a Tennessee limited liability company (the “**Grantor**”) in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement and the Security Agreement identified below.

WHEREAS, SmileDirectClub, LLC, SDC U.S. SmilePay SPV, as borrower (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), JPMorgan Chase Bank, N.A., as administrative agent, and the Collateral Agent have entered into a Loan and Security Agreement, dated as of June 14, 2019 (the “**Closing Date**”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which the Lenders have agreed to make Advances to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a Pledge and Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to make Advances to the Borrower under the Loan Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent (acting on behalf of the Secured Parties) a security interest, among other property, in certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) set forth in Schedule A hereto (the “**Collateral**”).

SECTION 2. Security for Guaranteed Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Guaranteed Obligations (as defined in the Security Agreement) of the Grantor, whether direct or indirect, absolute or contingent, and whether for reimbursement obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

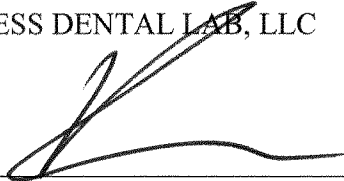
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES).

SECTION 7. Severability. Any provision in this Trademark Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction, and to this end the provisions of this Trademark Security Agreement are declared to be severable.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

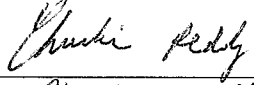
GRANTOR:
ACCESS DENTAL LAB, LLC

By: 
Name: Kyle Wailes
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006674 FRAME: 0532

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: *Chuckie Reddy*
Title: *Managing Director*

SCHEDULE A

TRADEMARK APPLICATIONS

Name of Grantor	Country	Trademark	Application Filing Date	Application Serial Number
Access Dental Lab, LLC	United States	ACCESS DENTAL LAB	June 27, 2018	88/017,945
Access Dental Lab, LLC	United States	A ACCESS DENTAL LAB (stylized) 	July 11, 2018	88/033,433
Access Dental Lab, LLC	United States	ORTHOSETUP SOFTWARE	October 16, 2018	88/156,769
Access Dental Lab, LLC	United States	ADL ORTHOSETUP SOFTWARE	October 16, 2018	88/156,750