

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SDC U.S. SmilePay SPV		04/27/2022	Business Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	90975849	CHOOSE SMILE	
Serial Number:	86884978	S	
Serial Number:	86366932	SMILECHECK	
Serial Number:	86935755	SMILECHECK	
Serial Number:	87927012	SMILE DIRECT CLUB	
Serial Number:	87927047	SMILE DIRECT CLUB	
Serial Number:	87946706	SMILE DIRECT CLUB	
Serial Number:	88110342	BRIGHT ON.	
Serial Number:	88975042	BRIGHT ON.	
Serial Number:	88111916	OPEN FOR A LIFETIME SUPPLY OF CONFIDENCE	
Serial Number:	88111924	SMILING IS CONTAGIOUS, JOIN THE CLUB.	
Serial Number:	88113425	THE GRIN LIFE	
Serial Number:	85347481	BRITEON!	
Serial Number:	88268868	SMILE DIRECT CLUB	
Serial Number:	88268866	SMILE DIRECT CLUB	
Serial Number:	88268858	SMILE DIRECT CLUB	
Serial Number:	88268872	SMILE DIRECT CLUB	
Serial Number:	88268877	SMILE DIRECT CLUB	

CH \$1265.00 90975849

Property Type	Number	Word Mark
Serial Number:	88268874	SMILE DIRECT CLUB
Serial Number:	88268880	SMILE DIRECT CLUB
Serial Number:	88268881	SMILE DIRECT CLUB
Serial Number:	88270716	SMILE DIRECT CLUB
Serial Number:	88268864	SMILE DIRECT CLUB
Serial Number:	88356711	SMILE DIRECT CLUB
Serial Number:	88975564	SMILE DIRECT CLUB
Serial Number:	88356725	SMILE DIRECT CLUB
Serial Number:	88975565	SMILE DIRECT CLUB
Serial Number:	88388245	SMILE SPA
Serial Number:	76057533	SMILE CLUB
Serial Number:	86535108	SMILECLUB
Serial Number:	88545809	NIGHTTIME CLEAR ALIGNERS
Serial Number:	88569244	SMILES MADE HERE
Serial Number:	88817207	SMILE DIRECT CLUB
Serial Number:	88817226	SMILE DIRECT CLUB
Serial Number:	88817238	SMILE DIRECT CLUB
Serial Number:	88817248	SMILE DIRECT CLUB
Serial Number:	90906041	COMFORT SENSE
Serial Number:	88110624	HOW CAN I MAKE YOU SMILE TODAY?
Serial Number:	88679840	NIGHTTIME CLEAR ALIGNERS
Serial Number:	88679846	NIGHTTIME CLEAR ALIGNERS
Serial Number:	87946696	SMILE DIRECT CLUB
Serial Number:	87983616	SMILE DIRECT CLUB
Serial Number:	87909895	SMILE DIRECT CLUB
Serial Number:	87983615	SMILE DIRECT CLUB
Serial Number:	87908507	SMILE DIRECT CLUB
Serial Number:	87908496	SMILE DIRECT CLUB
Serial Number:	97255556	SMILE JOURNEY
Serial Number:	86551405	SMILEDIRECTCLUB
Serial Number:	87944567	SMILESHOP
Serial Number:	87942796	SMILESHOP

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 050485-0209

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/Angela M. Amaru

DATE SIGNED: 04/28/2022

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 27, 2022 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of HPS Investment Partners, LLC, as collateral agent under the Loan Agreement (as defined in the Security Agreement referred to herein) (in such capacity and together with its successors and assigns in such capacity, the "Agent") for the Secured Parties.

WHEREAS, the Grantors entered into a Security Agreement dated as of April 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other grantors party thereto and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto (including by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor and, in the case of the Borrower, the Trustee on behalf of the Borrower, hereby grants to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

All domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; provided, none of the Excluded Assets shall constitute Trademark Collateral, and no security interest shall be granted in any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use, or render void or voidable or result in the cancellation of the applicable Grantor's right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by the different parties hereto in separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature" and words of like import in this Agreement or in any amendment or other modification hereof or thereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Limitation of Liability.

The parties hereto are put on notice and hereby acknowledge and agree that (a) this Agreement is executed and delivered by Wilmington Trust, National Association, not individually or personally but solely as Trustee of the Grantor, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Trustee and the Grantor is made and intended not as personal representations, undertakings and agreements by Wilmington Trust,


National Association, but is made and intended for the purpose of binding only the Grantor, (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust, National Association, individually or personally, to perform any covenant either expressed or implied contained herein of the Trustee or the Grantor, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (d) Wilmington Trust, National Association has made no investigation as to the accuracy or completeness of any representations and warranties made by the Trustee or the Grantor in this Agreement and (e) under no circumstances shall Wilmington Trust, National Association be personally liable for the payment of any indebtedness or expenses of the Trustee or the Grantor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee or the Grantor under this Agreement or any other related documents.

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

SDC U.S. SMILEPAY SPV, as Grantor

By: Wilmington Trust, National Association, not in its individual capacity but solely as Trustee

By:  _____
Name: Jennifer A. Luce
Title: Vice President

Accepted and Agreed:



HPS Investment Partners, LLC,
as Agent




By: 



Name: Daniel Wang
Title: Managing Director



**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Trademark	Application/ Registration No.	Filing Date	Registration Date
CHOOSE SMILE	90975849 6578143	Sept. 29, 2020	Nov. 30, 2021
CHOOSE SMILE	90220774 Intent to Use	Sept. 29, 2020	---
SMILE CHECK	90257495 Intent to Use	Oct. 15, 2020	---
S and design mark 	86884978 5053370	January 25, 2016	October 4, 2016
SMILECHECK	86366932 5037032	August 14, 2014	September 6, 2016
SMILECHECK)	86935755 5049798	March 10, 2016	September 27, 2016
	87927012 5904212	May 18, 2018	November 5, 2019

	87927047 5904213	May 18, 2018	November 5, 2019
	87946706 5904249	June 4, 2018	November 5, 2019
BRIGHT ON.	88110342 5,855,088	September 10, 2018	September 10, 2019
BRIGHT ON.	88975042 (child application of 88110342) 5,794,726	September 10, 2018	July 2, 2019
OPEN FOR A LIFETIME SUPPLY OF CONFIDENCE.	88111916 5,697,395	September 11, 2018	March 12, 2019
SMILING IS CONTAGIOUS, JOIN THE CLUB.	88111924 5,697,396	September 11, 2018	March 12, 2019
THE GRIN LIFE	88113425 5,691,833	September 12, 2018	March 5, 2019
BRITEON!	85347481 4,147,845	June 15, 2011	May 22, 2012
	88/268,868 6285614	January 20, 2019	March 9, 2021
SMILE DIRECT CLUB	88/268,866 6285613	January 20, 2019	March 9, 2021

	88/268,858 6269148	January 20, 2019	February 16, 2021
SMILE DIRECT CLUB	88/268,872 6269149	January 20, 2019	February 16, 2021
	88/268,877 5,827,013	January 20, 2019	August 6, 2019
SMILE DIRECT CLUB	88/268,874 5,827,012	January 20, 2019	August 6, 2019
	88/268,880 5,866,424	January 20, 2019	September 24, 2019
SMILE DIRECT CLUB for	88/268,881 5,866,425	January 20, 2019	September 24, 2019
	88/270,716 5,987,767	January 22, 2019	February 18, 2020
SMILE DIRECT CLUB	88/268,864 5,987,755	January 20, 2019	February 18, 2020
SMILE DIRECT CLUB	88/356,711	March 26, 2019	---
SMILE DIRECT CLUB	88/975,564	March 26, 2019	December 3, 2019

	(child application) 5926755		
	88/356,725	March 26, 2019	---
	88/975,565 Child application 5926756	March 26, 2019	December 3, 2019
SMILE SPA	88/388,245 6,049,239	April 16, 2019	May 5, 2020
SMILE CLUB	76057533 2475599	May 26, 2000	August 7, 2001
SMILECLUB	86535108 5324184	February 13, 2015	October 31, 2017
NIGHTTIME CLEAR ALIGNERS	88/545,809 5958097	July 29, 2019	January 7, 2020
SMILES MADE HERE	88569244 6089052	August 7, 2019	June 30, 2020
SMILE DIRECT CLUB	88817207 6331720	March 2, 2020	April 27, 2021

	88817226 6331721	March 2, 2020	April 27, 2021
SMILE DIRECT CLUB	88817238 6286135	March 2, 2020	March 9, 2021
	88817248 6286136	March 2, 2020	March 9, 2021
COMFORT SENSE	90906041	August 27, 2021	---
HOW CAN I MAKE YOU SMILE TODAY?	88110624 6420320	September 10, 2018	July 13, 2021
NIGHTTIME CLEAR ALIGNERS	88679840 6608957	November 4, 2019	January 4, 2022
NIGHTTIME CLEAR ALIGNERS	88679846 6608958	November 4, 2019	January 4, 2022
SMILE DIRECT CLUB	87946696 5848360	June 4, 2018	September 3, 2019
SMILE DIRECT CLUB	87983616 6273187	May 18, 2018	February 16, 2021
SMILE DIRECT CLUB	87909895 5848278	May 7, 2018	September 3, 2019
SMILE DIRECT CLUB	87983615 6273186	May 4, 2018	February 16, 2021
SMILE DIRECT CLUB	87908507	May 4, 2018	---

SMILE DIRECT CLUB	87908496 5848277	May 4, 2018	September 3, 2019
SMILE JOURNEY	97255556	February 7, 2022	---
SMILEDIRECTCLUB	86551405 5978374	March 3, 2015	February 4, 2020
SMILESHOP	87944567 5822959	June 1, 2018	July 30, 2019
SMILESHOP	87942796 5846566	May 31, 2018	August 27, 2019