

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMILE DOCTORS LLC		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5044265	#SMILEYOURFACEOFF	
Registration Number:	5868139	DON'T JUST SMILE, SMILE HAPPY	
Registration Number:	5044263	L LINEBERGER ORTHODONTICS	
Registration Number:	5504013	SMILE DOCTORS BRACES	
Registration Number:	5399320	SMILE DOCTORS BRACES & KIDS DENTISTRY	
Registration Number:	6133078	SMILE EXPRESS	
Registration Number:	5044264	SMILE ON	
Registration Number:	5044262	STATS FOR SMILES	
Registration Number:	5049146	WHEN YOU SMILE WE SMILE	
Registration Number:	5378980	DN ORTHODONTICS	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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>			
Phone:	2125305878		
Email:	dcip@milbank.com, jgarces@milbank.com		
Correspondent Name:	John Garces, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		

CH \$265.00 5044265

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 40924.00027

NAME OF SUBMITTER: John Garces

SIGNATURE: /John Garces/

DATE SIGNED: 01/05/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2021 (this “**Agreement**”), by and among SMILE DOCTORS LLC, a Delaware limited liability company (the “**Grantor**”), and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Pledge and Security Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among SD INTERMEDIATE HOLDING COMPANY, LLC, a Delaware limited liability company (“**Holdings**”), the Grantor, the Subsidiaries of the Grantor from time to time party thereto, and the Collateral Agent and (b) the Credit Agreement (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”), dated as of December 23, 2021, among Holdings, the Grantor, the Subsidiaries of the Grantor from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This 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 Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SMILE DOCTORS LLC



By: _____

Name: James Lebs

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007939 FRAME: 0523

ALTER DOMUS (US) LLC
as Collateral Agent,



By: Matthew Trybula
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007939 FRAME: 0524

Schedule I

United States Trademarks and Trademark Applications¹

Trademark	Jurisdiction	Status	Application Number	Registration Number	Application/Registration Date	Owner
#SMILEYOURFACEOFF	U.S. Federal	REGISTERED	86853073	5044265	20-SEP-2016	SMILE DOCTORS LLC
DON'T JUST SMILE, SMILE HAPPY	U.S. Federal	REGISTERED	88349067	5868139	24-SEP-2019	SMILE DOCTORS, LLC
ILLUME	U.S. Federal	PENDING Intent to Use*	90606344		26-MAR-2021	SMILE DOCTORS, LLC
L LINEBERGER ORTHODONTICS 	U.S. Federal	REGISTERED	86852689	5044263	20-SEP-2016	SMILE DOCTORS LLC
SMILE DOCTORS 	U.S. Federal	PENDING Intent to Use*	90700869		10-MAY-2018	SMILE DOCTORS LLC
SMILE DOCTORS BRACES	U.S. Federal	REGISTERED	87280206	5504013	26-JUN-2018	SMILE DOCTORS, LLC
SMILE DOCTORS BRACES & KIDS DENTISTRY	U.S. Federal	REGISTERED	87280204	5399320	13-FEB-2018	SMILE DOCTORS, LLC
SMILE EXPRESS	U.S. Federal	REGISTERED	88265179	6133078	25-AUG-2020	SMILE DOCTORS, LLC
SMILE ON	U.S. Federal	REGISTERED	86852692	5044264	20-SEP-2016	SMILE DOCTORS LLC
STATS FOR SMILES	U.S. Federal	REGISTERED	86852685	5044262	20-SEP-2016	SMILE DOCTORS LLC
WHEN YOU SMILE WE SMILE	U.S. Federal	REGISTERED	86910304	5049146	27-SEP-2016	SMILE DOCTORS LLC**

¹ * indicates an intent-to-use application constituting Excluded Assets prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

** Beneficial owner

Trademark	Jurisdiction	Status	Application Number	Registration Number	Application/Registration Date	Owner
DN ORTHODONTICS	U.S. Federal	REGISTERED	87486738	5378980	16-JAN-2018	SMILE DOCTORS LLC**