

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmileDirectClub, LLC	FORMERLY SmileCareClub LLC	07/25/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Align Technology, Inc.		
Street Address:	2560 Orchard Parkway		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86366932	SMILECHECK	
Serial Number:	86884978	S	
Serial Number:	86935755	SMILECHECK	
Serial Number:	86551405	SMILEDIRECTCLUB	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-461-6125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, c/o Qui Lu, Senior Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH2-1 P12		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Qui Lu		
SIGNATURE:	/Qui Lu/		
DATE SIGNED:	07/28/2016		
Total Attachments: 6 source=IPSA#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of July 25, 2016, is executed by SmileDirectClub, LLC (formerly known as SmileCareClub LLC), a Tennessee limited liability company (together with its permitted successors and assigns, “**Company**”), in favor of Align Technology, Inc., a Delaware corporation (together with its successors and assigns (“**Secured Party**”).

Recitals

A. Reference is made to the Loan and Security Agreement, dated as of the date hereof (as amended, restated modified or otherwise supplemented from time to time, the “Security Agreement”), executed by Company in favor of Secured Party;

B. Company owns the patent, and/or applications for patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the “Patents”);

C. Company has adopted, used and is using the trademarks, more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the “Trademarks”);

D. Company owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the “Copyrights”);

E. Schedule A, Schedule B, and Schedule C hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Company has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Company shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Company hereby grants to Secured Party a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Company in and to the following property (collectively, the “Collateral”):

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and

registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

2. Company does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: 2560 Orchard Parkway
San Jose, CA 95131

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IN WITNESS WHEREOF, Company has caused this Agreement to be executed as of the day and year first above written.

SMILEDIRECTCLUB, LLC

DocuSigned by:

L. Douglas Hudson

By: _____

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Name: L. Douglas Hudson

Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
	NONE	

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
	NONE	

SCHEDULE B

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
	NONE	

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
SMILECHECK	08/14/2014	86366932
S	01/25/2016	86884978
SMILECHECK	03/10/2016	86935755
SMILEDIRECTCLUB	03/03/2015	86551405

SCHEDULE C

COPYRIGHTS

Description

Registration Date

Registration No.

NONE