

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame: 4440/0225		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG		08/17/2016	A CAYMAN ISLANDS BRANCH OF A SWISS BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	SMILE BRANDS INC.		
Street Address:	100 Spectrum Center Drive, Suite 1500		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2298047	BRIGHT NOW!	
Registration Number:	2453217	BRIGHT NOW!	
Registration Number:	2755318	CONFIDENT	
Registration Number:	3266011		
Registration Number:	3331039	BRIGHT NOW! DENTAL NETWORK	
Registration Number:	3573562	SMILES FOR EVERYONE	
Registration Number:	3747265	1 LEVEL OF SERVICE	
Registration Number:	3822884	E SMILES	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	39300-127		

CH \$215.00 2298047

NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	08/17/2016
Total Attachments: 8 source=Smile Brands - Release (8.17.16)#page1.tif source=Smile Brands - Release (8.17.16)#page2.tif source=Smile Brands - Release (8.17.16)#page3.tif source=Smile Brands - Release (8.17.16)#page4.tif source=Smile Brands - Release (8.17.16)#page5.tif source=Smile Brands - Release (8.17.16)#page6.tif source=Smile Brands - Release (8.17.16)#page7.tif source=Smile Brands - Release (8.17.16)#page8.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 17, 2016 (this “Release”), from Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Smile Brands Group Inc., a Delaware corporation (“Borrower”), Smile Brands Inc., a Washington corporation (“SBI”), Smile Brands West, Inc., a Delaware corporation (“SB West”), and Smile Brands Holdings 2, Inc., a Delaware corporation (“SB Holdings”; together with Borrower, SBI and SB West, each a “Pledgor” and, collectively, the “Pledgors”), each with an address of 100 Spectrum Center Drive, Suite 100 + 105, Irvine, CA 92618.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2010 (as amended, restated, supplemented or otherwise modified to the date hereof, including pursuant to that certain First Amendment, dated August 16, 2013, that certain Second Amendment, dated October 9, 2015, and that certain Third Amendment, dated April 15, 2016., the “Credit Agreement”), Borrower, the other Loan Parties, the Lenders and L/C Issuers from time party thereto and Agent, the Pledgors, Agent and the other parties thereto entered into that certain Security Agreement, dated as of December 21, 2010 (as amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, (i) SBI entered into (A) that certain Intellectual Property Security Agreement, dated as of December 21, 2010, and recorded in the United States Patent and Trademark Office (“USPTO”) on December 23, 2010 at Reel 004440 / Frame 0225, and (B) that certain After-Acquired Intellectual Property Security Filing (Second Supplemental Filing), dated as of July 1, 2015, and recorded in the USPTO on July 7, 2015 at Reel 5571 / Frame 0001, (ii) Borrower and SBI entered into that certain After-Acquired Intellectual Property Security Filing (First Supplemental Filing), dated as of August 16, 2013, and recorded in the USPTO on August 16, 2013 at Reel 005093 / Frame 0007 and at Reel 005093 / Frame 0022, (iii) SB West entered into that certain Intellectual Property Security Agreement, dated as of December 21, 2010, and recorded in the USPTO on December 23, 2010 at Reel 004440 / Frame 0196, and (iv) SB Holdings entered into that certain Intellectual Property Security Agreement, dated as of December 21, 2010, and recorded in the USPTO on December 23, 2010 at Reel 004440 / Frame 0257, in each case of clauses (i), (ii), (iii) and (iv), in favor of Agent (each a “Trademark Security Agreement” and, collectively, the “Trademark Security Agreements”), under which the applicable Pledgor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such Pledgor’s right, title and interest in, to and under the Trademarks and other Trademark-related Collateral referred in the Trademark Security Agreements or the Security Agreement, including the items set forth on Schedule I (collectively, the “Trademark Collateral”); and

WHEREAS, each Pledgor has paid all of its outstanding indebtedness to Agent, and Agent now desires to terminate and release the entirety of any and all of its Lien on and security interest in and relating to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreements, the

receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreements.

2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all of its Lien on and security interest in and relating to the Trademark Collateral, including, without limitation, the trademarks listed on Schedule I attached hereto, (ii) terminates each Trademark Security Agreement and (iii) re-assigns to each Pledgor any right, title and interest it may have in, to and under the Trademark Collateral of such Pledgor. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void. This Release is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter.

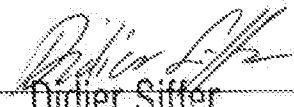
3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to each Pledgor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably requested by such Pledgor to more fully and effectively effect the release of any and all security interest it may have in or relating to the Trademark Collateral contemplated hereby.


4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By: 
Name: Didier Siffer
Title: Authorized Signatory

By: 
Name: Julia Bykhovskaia
Title: Authorized Signatory

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]



TRADEMARK
REEL: 005857 FRAME: 0852





SCHEDULE I



Trademark Registrations

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
SMILE U (wordmark) 4,187,371 08/07/2012	U.S.	Smile Brands Inc.
SMILE UNIVERSITY (wordmark) 4,206,594 09/11/2012	U.S.	Smile Brands Inc.
NEWPORT DENTAL PLAN (wordmark) 3,605,120 04/14/2009	U.S.	ConsumerHealth, Inc.
G3 (wordmark) 77/382,023 01/28/2008 3,951,174	U.S.	Smile Brands Inc.
CASTLE DENTAL (wordmark) 3,031,386 12/20/2005	U.S.	Smile Brands Holdings 2, Inc.
SMILES FOR EVERYONE (wordmark) 3,573,562 02/10/2009	U.S.	Smile Brands Inc.
1 LEVEL OF SERVICE (wordmark) 3,747,265 02/09/2010	U.S.	Smile Brands Inc.
MONARCH DENTAL (wordmark) 2,160,468 05/26/1998	U.S.	Smile Brands West, Inc.
CONFIDENT (wordmark) 2,755,318 08/26/2003	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
CASTLE DENTAL CENTERS (wordmark) 2,095,163\ 09/09/1997	U.S.	Smile Brands Holdings 2, Inc.
SMILE BRANDS (wordmark) 3,955,381 05/03/2011	U.S.	Smile Brands Group, Inc.
CASTLE DENTAL CENTER (wordmark) 4209917 07/18/1983	TEXAS	SB Holdings 2, Inc.
 (logo) 5225417 11/23/1992	TEXAS	Smile Brands West, Inc.
 (logo) 5225317 12/23/1992	TEXAS	Smile Brands West, Inc.
 (logo) 3,026,467 12/13/2005	U.S.	Smile Brands Holdings 2, Inc.
 (logo) 3,822,884 07/20/2010	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
MONARCH DENTAL ASSOCIATES (wordmark) 2,149,365 04/07/1998	U.S.	Smile Brands West, Inc.
 (logo) 3,266,011 07/17/2007	U.S.	Smile Brands Inc.
NEWPORT DENTAL (wordmark) 3,508,217 09/30/2008	U.S.	ConsumerHealth, Inc.
 (logo) 2,453,217 05/22/2001	U.S.	Smile Brands Inc.
BRIGHT NOW! (wordmark) 2,298,047 12/07/1999	U.S.	Smile Brands Inc.
SMILE BRANDS GROUP (wordmark) 4,113,064 03/13/2012	U.S.	Smile Brands Inc.
SMILES FOR EVERYONE (wordmark) 4,123,149 04/03/2012	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
NEWPORT DENTAL (wordmark) 4,250,983 11/27/2012	U.S.	ConsumerHealth Inc.
 (logo) 4,133,240 04/24/2012	U.S.	Smile Brands Inc.
E SMILES (wordmark) 4,083,690 01/10/2012	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 12/13/2014	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
HEALTHY HUDDLE (wordmark) 86/357,486 08/05/2014	U.S.	Smile Brands Inc.
 86/357,491 08/05/2014	U.S.	Smile Brands Inc.
 86/502,063 01/13/2015	U.S.	Smile Brands Inc.