

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMILE BRANDS INC.		08/17/2016	Corporation: WASHINGTON
SMILE BRANDS HOLDINGS 2, INC.		08/17/2016	Corporation: DELAWARE
SMILE BRANDS WEST, INC.		08/17/2016	Corporation: DELAWARE
SMILE BRANDS GROUP, INC.		08/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIANGLE CAPITAL CORPORATION		
Street Address:	3700 GLENWOOD AVENUE		
Internal Address:	SUITE 530		
City:	RALEIGH		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4187371	SMILE U	
Registration Number:	4206594	SMILE UNIVERSITY	
Registration Number:	3951174	G3	
Registration Number:	3031386	CASTLE DENTAL	
Registration Number:	3573562	SMILES FOR EVERYONE	
Registration Number:	2160468	MONARCH DENTAL	
Registration Number:	2755318	CONFIDENT	
Registration Number:	2095163	CASTLE DENTAL CENTERS	
Registration Number:	3955381	SMILE BRANDS	
Registration Number:	3026467		
Registration Number:	3822884	E SMILES	
Registration Number:	2149365	MONARCH DENTAL ASSOCIATES	
Registration Number:	3266011		
Registration Number:	2453217	BRIGHT NOW!	

OP \$665.00 4187371

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2298047	BRIGHT NOW!
Registration Number:	4113064	SMILE BRANDS GROUP
Registration Number:	4123149	SMILES FOR EVERYONE
Registration Number:	4133240	
Registration Number:	4083690	ESMILES
Registration Number:	4362288	SMILO
Registration Number:	4325826	WE'D LOVE TO HEAR HOW WE MADE YOU SMILE
Registration Number:	4318782	SMILE U
Registration Number:	4660058	
Registration Number:	4856514	HEALTHY HUDDLE
Registration Number:	4856515	HEALTHY HUDDLE
Serial Number:	86502063	

CORRESPONDENCE DATA

Fax Number: 9198216800

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: 919-821-6609

Email: lyoung@smithlaw.com

Correspondent Name: Lisa Young

Address Line 1: 150 FAYETTEVILLE STEET

Address Line 2: 23RD FLOOR

Address Line 4: RALEIGH, NORTH CAROLINA 27601

NAME OF SUBMITTER: Lisa Young

SIGNATURE: /Lisa Young/

DATE SIGNED: 08/19/2016

Total Attachments: 9

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THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS AND THE INDEBTEDNESS EVIDENCED HEREBY IS SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "FIRST LIEN INTERCREDITOR AGREEMENT") DATED AS OF AUGUST 17, 2016 AMONG BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT, TO THE SENIOR OBLIGATIONS (AS DEFINED IN THE FIRST LIEN INTERCREDITOR AGREEMENT), AND TRIANGLE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT FOR THE SUBORDINATED CREDITORS (AS DEFINED IN THE FIRST LIEN INTERCREDITOR AGREEMENT), AND ACKNOWLEDGED BY MACARTHUR HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY ("HOLDINGS"), MACARTHUR MERGER SUB INC., A DELAWARE CORPORATION (THE "INITIAL BORROWER") AND, FOLLOWING THE CONSUMMATION OF THE CLOSING DATE ACQUISITION (AS DEFINED IN THE FIRST LIEN CREDIT AGREEMENT), SMILE BRANDS, INC., A WASHINGTON CORPORATION ("SMILE BRANDS"), AS THE BORROWER AND THE GUARANTORS SIGNATORY THERETO; AND EACH PARTY TO THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE FIRST LIEN INTERCREDITOR AGREEMENT.

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 17, 2016, is made by SMILE BRANDS INC., a Washington corporation, SMILE BRANDS HOLDINGS 2, INC., a Delaware corporation, SMILE BRANDS WEST, INC., a Delaware corporation, and SMILE BRANDS GROUP, INC., a Delaware corporation (individually, a "Grantor", and collectively, the "Grantors"), in favor of TRIANGLE CAPITAL CORPORATION, a Maryland corporation, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MACARTHUR MERGER SUB INC., a Delaware corporation ("Initial Borrower"), and, following the consummation of the Closing Date Acquisition (as defined therein), SMILE BRANDS INC., a Washington corporation ("Smile Brands"), as the Borrower, and such other Persons joined thereto as a Borrower from time to time (each a "Borrower" and together, the "Borrowers"), the Guarantors (as defined therein) from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security and Pledge Agreement, dated as of the date hereof (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a valid and continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors (i) hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of the Grantors’ Obligations, a security interest in all of their right, title and interest in, to and under the Grantors’ Trademarks and Trademark Applications that do not constitute Excluded Property (including, without limitation, those items listed on Schedule A hereto) and (ii) have duly authorized such grant and the execution, delivery and performance of this Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in furtherance, and not in limitation, of the valid and continuing Security Interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Authorization to Supplement. If any Grantor shall create or obtain rights to any new Trademarks or Trademark Licenses that do not constitute Excluded Property, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Administrative Agent unilaterally (but Agent shall be under no obligation) to modify this Agreement by amending Schedule A to include any such new Trademarks of any Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's Security Interest in the Collateral, whether or not listed on Schedule A.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 8. Collateral Document; Loan Document. This Agreement is a Collateral Document and a Loan Document for all purposes under the Credit Agreement.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

SMILE BRANDS INC.
SMILE BRANDS GROUP INC.
SMILE BRANDS HOLDINGS 2, INC.
SMILE BRANDS WEST, INC.

By: 

Name: Bradley Schmidt

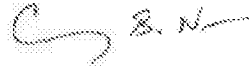
Title: Chief Financial Officer of each of the foregoing entities

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005859 FRAME: 0860

ADMINISTRATIVE AGENT:

TRIANGLE CAPITAL CORPORATION



By: _____

Name: Cary Nordan

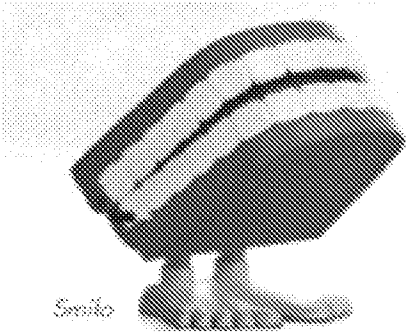

Title: Managing Director


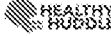

SCHEDULE TO TRADEMARK AND SECURITY AGREEMENT

Registered Trademarks and Trademark Applications:

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
<p align="center">SMILE U 4,187,371 08/07/2012</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Inc.</p>
<p align="center">SMILE UNIVERSITY 4,206,594 09/11/2012</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Inc.</p>
<p align="center">G3 3,951,174 04/26/11</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Inc.</p>
<p align="center">CASTLE DENTAL 3,031,386 12/20/2005</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Holdings 2, Inc.</p>
<p align="center">SMILES FOR EVERYONE 3,573,562 02/10/2009</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Inc.</p>
<p align="center">MONARCH DENTAL 2,160,468 05/26/1998</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands West, Inc.</p>
<p align="center">CONFIDENT 2,755,318 08/26/2003</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Inc.</p>
<p align="center">CASTLE DENTAL CENTERS 2,095,163 09/09/1997</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Holdings 2, Inc.</p>
<p align="center">SMILE BRANDS 3,955,381 05/03/2011</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Group Inc.</p>
<p align="center">1 LEVEL OF SERVICE 3,747,265 02/09/2010</p>	<p align="center">U.S.</p>	<p align="center">Smile Brands Inc.</p>
<p align="center">  4209917 07/18/1983 </p>	<p align="center">TEXAS</p>	<p align="center">Smile Brands Holdings 2, Inc.</p>

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
 5225417 11/23/1992	TEXAS	Smile Brands West, Inc.
 5225317 11/23/1992	TEXAS	Smile Brands West, Inc.
 3,026,467 12/13/2005	U.S.	Smile Brands Holdings 2, Inc.
 3,822,884 07/20/2010	U.S.	Smile Brands Inc.
MONARCH DENTAL ASSOCIATES 2,149,365 04/07/1998	U.S.	Smile Brands West, Inc.
 3,266,011 07/17/2007	U.S.	Smile Brands Inc.
 2,453,217 05/22/2001	U.S.	Smile Brands Inc.

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
BRIGHT NOW! 2,298,047 12/07/1999	U.S.	Smile Brands Inc.
SMILE BRANDS GROUP 4,113,064 03/13/2012	U.S.	Smile Brands Inc.
SMILES FOR EVERYONE 4,123,149 04/03/2012	U.S.	Smile Brands Inc.
 4,133,240 04/24/2012	U.S.	Smile Brands Inc.
ESMILES 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.

MARK NAME AND/OR MARK IMAGE Serial/Registration No./and Filing or Registration Date	WHERE REGISTERED	OWNER
 4,660,058 12/23/2014	U.S.	Smile Brands Inc.
(Add) <small>REGULATORY MESSAGES</small> HEALTHY HUDDLE 4,856,514 11/17/2015	U.S.	Smile Brands Inc.
 4,856,515 11/17/2015	U.S.	Smile Brands Inc.
 Published (pending) Intent to Use Application # 86/502,063 01/13/2015	U.S.	Smile Brands Inc.