

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmileDirectClub, LLC		02/07/2018	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as Collateral Agent		
Street Address:	51 Claredon Street		
Internal Address:	51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5053370	S	
Registration Number:	5037032	SMILECHECK	
Registration Number:	5049798	SMILECHECK	
Serial Number:	86551405	SMILEDIRECTCLUB	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	201152.3		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	02/08/2018		

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Total Attachments: 4

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

February 7, 2018

WHEREAS, SmileDirectClub, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of February 7, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ASSIGNOR:

SMILEDIRECTCLUB, LLC

By: 
Name: David Katzman
Title: President and Chief Executive Officer

[Signature Page to Assignment for Security (Trademarks)]

TRADEMARK
REEL: 006270 FRAME: 0309

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owned by SmileDirectClub, LLC:

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
SmileDirectClub, LLC	United States	S and design mark for orthodontic appliances and orthodontic services	5053370	January 25, 2016	October 4, 2016
SmileDirectClub, LLC	United States	Standard character mark for orthodontic services	5037032	August 14, 2014	September 6, 2016
SmileDirectClub, LLC	United States	Standard character mark for providing a website featuring non- downloadable cloud records containing data used in diagnosing, assessing, planning, managing, and providing orthodontic treatment	5049798	March 10, 2016	September 27, 2016
SmileDirectClub, LLC	United States	Standard character mark for orthodontic appliances and orthodontic services	86551405	March 3, 2015	N/A
SmileCareClub, LLC	Australia	Word mark for orthodontic appliances and orthodontic services	1653097	October 17, 2014	October 17, 2014
SmileDirectClub, LLC	South Korea	SMILEDIRECTCLUB	40-1312533	April 19, 2017	December 12, 2017
SmileDirectClub,	India	SMILEDIRECTCLUB	3653330	April 19,	Pending

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
LLC				2017	