

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461970

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Align Technology, Inc. | | 02/07/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SmileDirectClub, LLC | | |
| Street Address: | 414 Union Street | | |
| Internal Address: | 8th Floor | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37219-1757 | | |
| Entity Type: | Limited Liability Company: TENNESSEE | | |
| 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: | 4142974900 | | |
| <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: | 414-271-2400 | | |
| Email: | sfelde@foley.com, ipdocketing@foley.com | | |
| Correspondent Name: | Richard J. McKenna | | |
| Address Line 1: | 3000 K Street, N.W. Suite 600 | | |
| Address Line 2: | Foley & Lardner LLP | | |
| Address Line 4: | Washington, D.C. 20007-5109 | | |
| NAME OF SUBMITTER: | Richard J McKenna | | |
| SIGNATURE: | /R.J. McKenna/ | | |
| DATE SIGNED: | 02/13/2018 | | |
| Total Attachments: 6 | | | |

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of February 7, 2018, is executed by Align Technology, Inc., a Delaware corporation (together with its successors and assigns, "Secured Party"), in favor of SmileDirectClub, LLC (formerly known as SmileCareClub LLC), a Tennessee limited liability company (together with its permitted successors and assigns, "Company"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of July 25, 2016 (as amended, the "Security Agreement"), by and between Company and Secured Party, Company granted to Secured Party a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 28, 2016, at Reel/Frame 5841/0454, to evidence the security interest granted under the Security Agreement.

C. Secured Party agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

(a) Secured Party expressly terminates the Security Agreement and terminates and releases any and all security interests it has pursuant to the Security Agreement in any and all right, title and interest of the Company, and reassigns to the Company any and all right, title and interest that it may have in, to and under the following (collectively, the "IP Collateral"):

(i) 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, as set forth on Schedule A attached hereto;

(ii) 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, as set forth on Schedule B attached hereto;

(iii) 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, as set forth on Schedule C attached hereto.

(b) Secured Party represents and warrants that it has the full power and authority to execute this Termination.

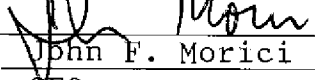
(c) Secured Party authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

(d) Secured Party agrees to take all further actions, and provide to the Company and its designees all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Company and its designees may reasonably request in order to confirm, effectuate or record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

ALIGN TECHNOLOGY, INC.

By: 
Name: John F. Morici
Title: CFO

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