

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Membersy LLC		10/11/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Bregal Investments, Inc.		
Street Address:	277 Park Avenue, 29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88139765	MEMBERSY	
Serial Number:	88139771	STOP WORKING FOR INSURANCE COMPANIES	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	10/18/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 11th day of October, 2019, by and among the Grantor listed on the signature page hereof (“Grantor”), and BREGAL INVESTMENTS, INC., in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 11, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MEMBERSY HOLDINGS LLC, a Texas limited liability company (“Holdings”), MEMBERSY LLC, a Texas limited liability company (“Membersy”), the Guarantors party thereto from time to time, the Lenders party thereto from time to time (collectively, the “Lenders”), the Collateral Agent and BREGAL INVESTMENTS, INC., in its capacity as the Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to the Companies from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Companies as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of October 11, 2019, by and among Grantor, the other Grantors party thereto from time to time and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Liens which are prior as a matter of law) security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks, Trademark Licenses, Trade Names, and Trade Name Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark License, Trade Secret or Trade Secret License or (ii) injury to the goodwill associated with any Trademark, Trademark License, Trade Secret or Trade Secret License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought.

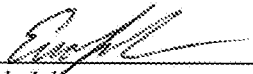
Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof”, “herein”, “hereby”, “hereunder” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

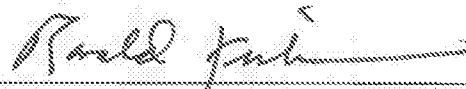
MEMBERSY LLC, as Grantor

By: 
Name: Eric Johnson
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

BREGAL INVESTMENTS, INC., as Collateral
Agent

By: 
Name: Michelle S. Riley
Title: Secretary

By: 
Name: Ronald Wilson
Title: Treasurer

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Filing Date/Reg Date
MEMBERSY LLC	United States	MEMBERSY	88/139,765	Oct. 2, 2018 / Pending
MEMBERSY LLC	United States	STOP WORKING FOR INSURANCE COMPANIES	88/139,771	Oct. 2, 2018 / Pending

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

- “DentalWorks Advantage Plan” (registered w/USPTO)
- “iSmile Direct” (registered w/USPTO)
- “Goby” (registered w/USPTO)
- “Smile Advantage” (registered w/USPTO)

Trade Name Licenses

None.