

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWIN BROOK CAPITAL PARTNERS, LLC		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SMILE DOCTORS LLC		
Street Address:	285 SE Inner Loop		
Internal Address:	Suite 110		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5868139	DON'T JUST SMILE, SMILE HAPPY	
Registration Number:	5399320	SMILE DOCTORS BRACES & KIDS DENTISTRY	
Registration Number:	5504013	SMILE DOCTORS BRACES	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36772-277		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	12/23/2021		
Total Attachments: 4			

CH \$90.00 5868139

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of December 23, 2021, by Twin Brook Capital Partners, LLC, in its capacity as administrative agent for all Lenders (“Agent”), in favor of Smile Doctors LLC, a Delaware limited liability company (“Grantor”), pursuant to the Guarantee and Collateral Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of October 6, 2017, by and among Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time the “Guarantee and Collateral Agreement”), Grantor pledged and granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s Collateral;

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement, dated as of January 31, 2020 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted to Agent, for the ratable benefit of the Lenders, a security interest (the “Security Interest”) in the Trademark Collateral (as defined below) to secure the payment and performance of the Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 31, 2020 at Reel 6851, Frame 0474; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Guarantee and Collateral Agreement, Agent hereby states as follows:

1. Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

- a. each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- b. all proceeds of the foregoing.

2. Agent hereby agrees, at Grantor’s expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

3. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the day and year first above written.

TWIN BROOK CAPITAL PARTNERS, LLC, as
Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

Trademark Release

TRADEMARK
REEL: 007541 FRAME: 0058

**SCHEDULE I
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS

Description of Intellectual Property	Registration Number	Registration Date
DON'T JUST SMILE, SMILE HAPPY	5868139	9/24/19
SMILE DOCTORS BRACES & KIDS DENTISTRY	5399320	2/13/18
SMILE DOCTORS BRACES	5504013	6/26/18

TRADEMARK APPLICATIONS

None.