

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724660

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SmileDirectClub, LLC		04/27/2022	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SDC U.S. SmilePay SPV		
<b>Street Address:</b>	1100 N. Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	Business Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6420320	HOW CAN I MAKE YOU SMILE TODAY?	
<b>Registration Number:</b>	6608957	NIGHTTIME CLEAR ALIGNERS	
<b>Registration Number:</b>	6608958	NIGHTTIME CLEAR ALIGNERS	
<b>Registration Number:</b>	5848360	SMILE DIRECT CLUB	
<b>Registration Number:</b>	6273187	SMILE DIRECT CLUB	
<b>Registration Number:</b>	5848278	SMILE DIRECT CLUB	
<b>Registration Number:</b>	6273186	SMILE DIRECT CLUB	
<b>Registration Number:</b>	5848277	SMILE DIRECT CLUB	
<b>Registration Number:</b>	5978374	SMILEDIRECTCLUB	
<b>Registration Number:</b>	5822959	SMILESHOP	
<b>Registration Number:</b>	5846566	SMILESHOP	
<b>Serial Number:</b>	90906041	COMFORT SENSE	
<b>Serial Number:</b>	87908507	SMILE DIRECT CLUB	
<b>Serial Number:</b>	97255556	SMILE JOURNEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			

CH \$365.00 6420320

**Phone:** 12129061216  
**Email:** angela.amaru@lw.com  
**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 1271 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 050485-0209

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /s/Angela M. Amaru

**DATE SIGNED:** 04/28/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 27, 2022 (this "Agreement"), is made by SMILEDIRECTCLUB, LLC, a Tennessee limited liability company, as grantor ("Grantor") in favor of SDC U.S. SMILEPAY SPV ("Secured Party"). Grantor and Secured Party are referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Grantor is the owner of the registered trademarks and trademark applications included in the IP Assets, including, without limitation, those set forth in Schedule F attached hereto (collectively, the "Trademarks"); and

**WHEREAS**, pursuant to that certain Purchase and Sale Agreement by and between the Parties dated as of April 27, 2022 (the "Purchase Agreement"), solely in the event that it is determined contrary to the express intent of the Parties that the transfer of the Trademarks under the Purchase Agreement is not a sale and/or capital contribution (or to the extent that any Trademark is a Litigated IP Asset, or is otherwise not a Trademark Asset), and as a result all or any portion of the Trademarks continue to be part of the property of Grantor, then Grantor has granted to Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks.

**WHEREAS**, pursuant to Section 3.1(vii) of the Purchase Agreement, Grantor agreed to execute and deliver to the Secured Party this Agreement for purposes of filing the same with the United States Patent and Trademark Office to confirm, evidence and perfect the security interest in the Trademarks granted pursuant to the Purchase Agreement in the event that it is determined contrary to the express intent of the Parties that the transfer of the IP Assets under the Purchase Agreement is not a sale and/or capital contribution, and that all or any portion of the IP Assets continue to be part of the property of Grantor.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Purchase Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security Interest.** Grantor hereby grants to the Secured Party a first priority security interest in all of Grantor's right, title and interest in, to and under (i) the Trademarks, and all trademark registrations and applications for the registration thereof, including the registrations and applications identified in Schedule F hereto, (ii) all renewals of the foregoing, (iii) the goodwill of the business connected with the use of or symbolized by the foregoing, (iv) all proceeds of the foregoing, including all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof, (v) all rights to sue for past, present, and future infringements

[Signature Page to Trademark Security Agreement]

of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 4. Counterparts**

This Agreement may be executed in one or more counterparts and by the parties hereto in separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

### **SECTION 5. Limitation of Liability.**

The parties hereto are put on notice and hereby acknowledge and agree that (a) this Agreement is executed and delivered by Wilmington Trust, National Association, not individually or personally but solely as Trustee of the Secured Party, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Trustee and the Secured Party is made and intended not as personal representations, undertakings and agreements by Wilmington Trust, National Association, but is made and intended for the purpose of binding only the Secured Party, (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust, National Association, individually or personally, to perform any covenant either expressed or implied contained herein of the Trustee or the Secured Party, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (d) Wilmington Trust, National Association has made no investigation as to the accuracy or completeness of any representations and warranties made by the Trustee or the Secured Party in this Agreement and (e) under no circumstances shall Wilmington Trust, National Association be personally liable for

the payment of any indebtedness or expenses of the Trustee or the Secured Party or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee or the Secured Party under this Agreement or any other related documents.

[Remainder of page intentionally left blank]

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

**SMILEDIRECTCLUB, LLC,  
as Grantor**

By: *Troy Crawford*  
Name: Troy Crawford  
Title: Interim Chief Financial Officer

Accepted and Agreed:

**SDC U.S. SMILEPAY SPV,  
as Secured Party**

By: Wilmington Trust, National Association, not in its individual capacity but solely as Trustee

By:   
Name: Jennifer A. Luce  
Title: Vice President

[Signature Page to Trademark Security Agreement]