

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smile Source L.P.		03/29/2023	Limited Partnership: DELAWARE
Smile Source Management L.L.C.		03/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dollar Bank, Federal Savings Bank		
Street Address:	20 Stanwix Street, 18th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3839406	SMILE SOURCE	
Serial Number:	97313256	SMILE SOURCE	
Registration Number:	4158866	SMILE SOURCE	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	Suite 200		
Address Line 2:	501 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0106683-000001		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	03/31/2023		

CH \$90.00 3839406

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

March 29, 2023

WHEREAS, Smile Source L.P., a Delaware limited partnership, and Smile Source Management L.L.C., a Delaware limited liability company (herein referred to, collectively, as “Grantor”), own the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the “Credit Agreement”), by and among Smile Source Merger Sub, Inc., a Delaware corporation, and after the consummation of the Closing Date Acquisition and the Borrower Assumption (as each such term is defined in the Credit Agreement), Smile Source L.P., a Texas limited partnership, the financial institutions from time to time party thereto (the “Lenders”) and Dollar Bank, Federal Savings Bank, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the “Collateral Agreement”), made by Grantor and the other grantors party thereto in favor of Dollar Bank, Federal Savings Bank, as agent for the Lenders (in such capacity, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

From and after an Event of Default (as defined in the Credit Agreement) has occurred and during the continuance thereof, Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

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

SMILE SOURCE L.P.

By: 

Name: Sherry Wilson

Title: Chief Financial Officer

SMILE SOURCE MANAGEMENT L.L.C.

By: 

Name: Sherry Wilson

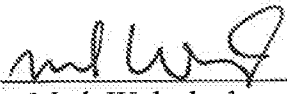
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008028 FRAME: 0863

ACKNOWLEDGED:
as of the date first written above.

**DOLLAR BANK, FEDERAL SAVINGS
BANK, as Agent**

By: 
Name: Mark Woleslagle
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Registration Number</u>
SMILE SOURCE	6/9/2006	8/24/2010	3,839,406
SMILE SOURCE	3/15/2022	Pending	97313256
<i>Smile Source</i>	4/2/2011	6/12/2012	4,158,866
CLARISMILE	9/29/2021	Pending	97051433
SMILE SOURCE	8/7/2014	2/9/2015	TMA896,075