

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smile Brands Inc.		10/27/2023	Corporation: WASHINGTON
Smile Brands Group Inc.		10/27/2023	Corporation: DELAWARE
ONESMILE, LLC		10/27/2023	Limited Liability Company: DELAWARE
Smile Brands Holdings 2, LLC		10/27/2023	Limited Liability Company: DELAWARE
Smile Brands West, LLC		10/27/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	4187371	SMILE U
Registration Number:	4206594	SMILE UNIVERSITY
Registration Number:	3951174	G3
Registration Number:	3031386	CASTLE DENTAL
Registration Number:	3573562	SMILES FOR EVERYONE
Registration Number:	2160468	MONARCH DENTAL
Registration Number:	2755318	CONFIDENT
Registration Number:	2095163	CASTLE DENTAL CENTERS
Registration Number:	3955381	SMILE BRANDS
Registration Number:	3026467	
Registration Number:	2149365	MONARCH DENTAL ASSOCIATES
Registration Number:	3266011	
Registration Number:	2453217	BRIGHT NOW!

OP \$1065.00 4187371

Property Type	Number	Word Mark
Registration Number:	2298047	BRIGHT NOW!
Registration Number:	4123149	SMILES FOR EVERYONE
Registration Number:	4133240	
Registration Number:	4660058	
Registration Number:	5303198	CELEBRATE. EVERYDAY. MIRACLES.
Registration Number:	5313655	E-SMILES
Registration Number:	5587839	SMILE MORE. PAY LESS.
Registration Number:	5553465	ONESMILE DENTAL PLAN
Registration Number:	5682166	CULTURE DRIVES COMPLIANCE
Registration Number:	5382476	ONESMILE DENTAL
Registration Number:	6442001	SMILE UNIVERSITY
Registration Number:	6442002	SMILE PERFORM
Registration Number:	6241350	DECISIONONE
Registration Number:	5327550	REFLECTIONS DENTAL CENTRE
Registration Number:	7102195	SOUTHERN DENTAL ASSOCIATES
Registration Number:	4996664	MERIT DENTAL
Registration Number:	5070335	MONDOVI DENTAL
Registration Number:	4996667	MOUNTAIN DENTAL
Registration Number:	3975151	MD MOUNTAIN DENTAL
Registration Number:	4318782	SMILE U
Registration Number:	5515039	OPENBOOK
Serial Number:	97770836	ONESMILE DENTAL
Serial Number:	90337956	SMILE MART
Serial Number:	97137644	ENGAGE.RETAIN.GROW!
Serial Number:	88060231	P3 DENTAL GROUP
Serial Number:	98118112	ONESMILE MEMBERSHIP PLAN
Serial Number:	97109208	SAFE.SMILE.SPACE.
Serial Number:	97109239	S3 SAFE.SMILE.SPACE.
Serial Number:	97195040	YOU. BELONG. HERE!

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2159221 TM
NAME OF SUBMITTER:	Adalia Wu
SIGNATURE:	/Adalia Wu/
DATE SIGNED:	10/30/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of October 27, 2023, is made by each of the undersigned (collectively, “**Grantor**”) in favor of ALTER DOMUS (US) LLC, as agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of October 27, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Note Purchase Agreement**”), by and among the Note Parties party thereto from time to time, Agent and the Noteholders party thereto from time to time, the Purchasers have severally agreed to purchase the Notes (as defined in the Note Purchase Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Third Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Note Purchase Agreement) of Issuer; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Noteholders and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

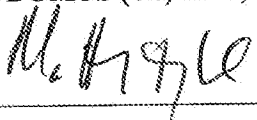
SMILE BRANDS INC.,
a Washington corporation
SMILE BRANDS GROUP INC.,
a Delaware corporation
ONESMILE, LLC,
a Delaware limited liability company
SMILE BRANDS HOLDINGS 2, LLC,
a Delaware limited liability company
SMILE BRANDS WEST, LLC,
a Delaware limited liability company,
each as Grantor

By: 

Name: Bradley Schmidt
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC, as Agent

By: 



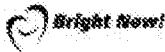
Name:






Title: Matthew Trybula
Associate Counsel

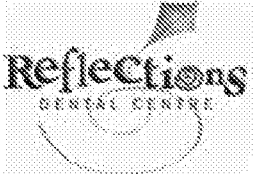
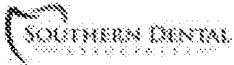


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

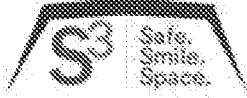
1. REGISTERED TRADEMARKS

Country/State	Mark	App. #	File Date	Reg. #	Reg. Date	Owner
UNITED STATES	SMILE U	85/149,472	10/11/2010	4,187,371	8/7/2012	Smile Brands Inc.
UNITED STATES	SMILE UNIVERSITY	85/149,469	10/11/2010	4,206,594	9/11/2012	Smile Brands Inc.
UNITED STATES	G3	77/382,023	1/28/2008	3,951,174	4/26/2011	Smile Brands Inc.
UNITED STATES	CASTLE DENTAL	78/286,467	8/12/2003	3,031,386	12/20/2005	Smile Brands Holdings 2, LLC
UNITED STATES	SMILES FOR EVERYONE	77/290,916	9/27/2007	3,573,562	2/10/2009	Smile Brands Inc.
UNITED STATES	MONARCH DENTAL	75/284,164	4/30/1997	2,160,468	5/26/1998	Smile Brands West, LLC
UNITED STATES	CONFIDENT	76/380,085	3/8/2002	2,755,318	8/26/2003	Smile Brands Inc.
UNITED STATES	CASTLE DENTAL CENTERS	75/174,432	9/30/1996	2,095,163	9/9/1997	Smile Brands Holdings 2, LLC
UNITED STATES	SMILE BRANDS	77/789,436	7/24/2009	3,955,381	5/3/2011	Smile Brands Group Inc.
UNITED STATES		78/286,469	8/12/2003	3,026,467	12/13/2005	Smile Brands Holdings 2, LLC
UNITED STATES	MONARCH DENTAL ASSOCIATES	75/270,226	4/7/1997	2,149,365	4/7/1998	Smile Brands West, LLC
UNITED STATES		78/648,295	6/10/2005	3,266,011	7/17/2007	Smile Brands Inc.
UNITED STATES		76/056,599	5/25/2000	2,453,217	5/22/2001	Smile Brands Inc.

Country/State	Mark	App. #	File Date	Reg. #	Reg. Date	Owner
UNITED STATES	BRIGHT NOW!	75/565,664	10/7/1998	2,298,047	12/7/1999	Smile Brands Inc.
UNITED STATES	SMILES FOR EVERYONE	85/394,108	8/10/2011	4,123,149	4/3/2012	Smile Brands Inc.
UNITED STATES		85/394,180	8/10/2011	4,133,240	4/24/2012	Smile Brands Inc.
UNITED STATES		85/716,057	8/29/2012	4,660,058	12/23/2014	Smile Brands Inc.
UNITED STATES	CELEBRATE. EVERYDAY. MIRACLES.	87/192,921	10/4/2016	5,303,198	10/3/2017	Smile Brands Inc.
UNITED STATES	E-SMILES	87/303,135	1/16/2017	5,313,655	10/17/2017	Smile Brands Inc.
UNITED STATES	SMILE MORE. PAY LESS.	87/647,601	10/16/2017	5,587,839	10/16/2018	Smile Brands Inc.
UNITED STATES	ONESMILE DENTAL PLAN 	87/648,415	10/17/2017	5,553,465	9/4/2018	OneSmile, LLC
UNITED STATES	CULTURE DRIVES COMPLIANCE	87/891,265	4/24/2018	5,682,166	2/19/2019	Smile Brands Inc.
UNITED STATES	ONESMILE DENTAL	87/405,042	4/10/2017	5,382,476	1/16/2018	OneSmile, LLC
UNITED STATES		88/712,280	12/2/2019	6,442,001	8/3/2021	Smile Brands Inc.
UNITED STATES		88/712,336	12/2/2019	6,442,002	8/3/2021	Smile Brands Inc.
UNITED STATES	DECISIONONE	88/751,581	1/8/2020	6,241,350	1/5/2021	Smile Brands Inc.

Country/State	Mark	App. #	File Date	Reg. #	Reg. Date	Owner
UNITED STATES		87/379,590	3/21/2017	5,327,550	11/7/2017	Smile Brands Inc.
UNITED STATES		97/457,431	6/14/2012	7,102,195	7/4/2023	Smile Brands Inc.
UNITED STATES	MERIT DENTAL	86/807,093	11/2/2015	4,996,664	7/12/2016	Smile Brands Inc.
UNITED STATES	MONDOVI DENTAL	86/807,096	11/2/2015	5,070,335	10/25/2016	Smile Brands Inc.
UNITED STATES	MOUNTAIN DENTAL	86/807,107	11/2/2015	4,996,667	7/12/2016	Smile Brands Inc.
UNITED STATES		77/782,451	7/16/2009	3,975,151	6/7/2011	Smile Brands Inc.
UNITED STATES	SMILE U and Design 	--	5/4/2012	4318782	4/9/2013	Smile Brands Inc.
UNITED STATES	OPENBOOK	--	5/11/2017	5515039	7/10/2018	Smile Brands Inc.

2. TRADEMARK APPLICATIONS

Country/State	Mark	App. #	File Date	Reg. #	Reg. Date	Owner
UNITED STATES	ONESMILE DENTAL	97/770,836	1/27/2023	<i>Pending.</i>		Smile Brands Inc.
UNITED STATES	SMILE MART	90/337,956	11/23/2020	<i>Pending.</i>		Smile Brands Inc.
UNITED STATES	ENGAGE.RETAIN.GROW !	97/137,644	11/22/2021	<i>Pending.</i>		Smile Brands Inc.
UNITED STATES	P3 DENTAL GROUP	88/060,231	7/31/2018	<i>Pending.</i>		OneSmile, LLC
UNITED STATES	ONESMILE MEMBERSHIP PLAN	98/118,112	8/4/2023	<i>Pending.</i>		OneSmile, LLC
UNITED STATES	SAFE.SMILE.SPACE.	97/109,208	11/4/2021	<i>Pending.</i>		Smile Brands Inc.
UNITED STATES		97/109,239	11/4/2021	<i>Pending.</i>		Smile Brands Inc.
UNITED STATES	YOU. BELONG. HERE!	97/195,040	12/29/2021	<i>Pending.</i>		Smile Brands Inc.