

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADG, LLC		04/30/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Administrative Agent		
Street Address:	191 N. Wacker Drive		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5614583	SMILE PROTECTION	
Registration Number:	5550791	THE POWER OF ONE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins L		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	05/01/2020		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of April 30, 2020, is between ADG, LLC, a Michigan limited liability company (“Grantor”), and NXT CAPITAL, LLC, as Administrative Agent (in such capacity, “Grantee”), for the benefit of itself, all financial institutions that from time to time become lenders (the “Lenders”) under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain First Lien Credit Agreement dated as of even date herewith (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with (i) RC GEDC FinanceSub LLC, a Delaware limited liability company (to be merged with and into OPE GEDC Holdings Inc., a Delaware corporation (the “Initial Borrower”), (ii) following the effectiveness of Assumption, Grantor (the “Principal Borrower”; together with the Initial Borrower and such other Persons who may from time to time execute and deliver a Loan Party Joinder Agreement (as defined in the Credit Agreement) pursuant to which such Person shall join in the execution thereof and each of the other Loan Documents as a “Borrower” thereunder, each a “Borrower” and collectively the “Borrowers”), (iii) the other Loan Parties from time to time party thereto, the (iv) Lenders and (v) Grantee providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain First Lien Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in, to and under the Trademarks (other than Trademarks that constitute Excluded Property (as defined in the Security Agreement)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a 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”):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement), including any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, without recourse to or warranty by Grantee, Grantee shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to Grantor.

This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank; signature page follows]

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

ADG, LLC

By: Michael DeMinico

Name: Michael DeMinico

Title: General Counsel and Secretary

Acknowledged:

NXT CAPITAL, LLC,
as Administrative Agent

By: *Jeremy DeFrancisco*
Name: Jeremy DeFrancisco
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
SMILE PROTECTION	87612818	September 18, 2017	5614583	November 27, 2018
THE POWER OF ONE	87774751	January 29, 2018	5550791	August 28, 2018

TRADEMARK APPLICATIONS

None.