



06-27-2003



102483888

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 12/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Coast Dental Services, Inc. 6-24-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Florida
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 12/31/2002

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4455 Willard Avenue, 12th Fl.

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76409739,
76411082, 76409888B. Trademark Registration No.(s) 2132076, 2130094
2461518, 2461514Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George M. Borababy

Internal Address: _____

Street Address: Patton Boggs LLP

2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0709

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy

Name of Person Signing

Signature

6/20/03

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/26/2003 GT0N11 00000142 500709 76109739

01 FC:8521 40.00 DA

02 FC:8522 150.00 DA

TRADEMARK
REEL: 002769 FRAME: 0934

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 31, 2002, by COAST DENTAL SERVICES, INC., a Florida corporation ("Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among Grantor, the other Loan Parties from time to time a party thereto and Lender (the "Loan Agreement").

RECITALS

WHEREAS, pursuant to the Loan Agreement, Lender has agreed, subject to the terms and conditions set forth therein, to lend to Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of Grantor's obligations under the Loan Agreement, Grantor hereby grants to Lender, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants to Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Lender and without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of

incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide Lender, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all

counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

COAST DENTAL SERVICES, INC.

By:

Name:

Title:

T. P.
Terek Diast
CEO

ACKNOWLEDGMENT

STATE OF FLORIDA :
: SS

COUNTY OF HILLSBOROUGH :

Before me, the undersigned, a Notary Public, on this 31 day of December, 2002, personally appeared TEREK DIASTI to me known personally, who, being by me duly sworn, did say that he is the CEO of Coast Dental Services, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said CEO acknowledged said instrument to be his free act and deed.


Debra R. Davis
Notary Public DEBRA R. DAVIS
My Commission Expires: _____



Debra R. Davis
MY COMMISSION # CC858566 EXPIRES
July 27, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

LENDER:

CAPITALSOURCE FINANCE LLC

By: 
Name: Kathleen M. Miko
Title: Vice President and
Deputy General Counsel

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Jurisdiction

NONE

Title

NONE

Registration No.

NONE

Registration Date

NONE

Pending Copyright Applications

Jurisdiction

NONE

Title

NONE

Application No.

NONE

Application Date

NONE

SCHEDULE B

PATENT COLLATERAL

Registered Patents

Jurisdiction

NONE

Title

NONE

Registration No.

NONE

Registration Date

NONE

Pending Patent Applications

Jurisdiction

NONE

Title

NONE

Application No.

NONE

Application Date

NONE

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	"Coast Dental"	2,132,076	1/27/98
US	"Coast Dental (and design)"	2,130,094	1/20/98
US	"Coast Dental our Smiles are Everywhere (and design)"	2,461,518	6/19/01
US	"Our Smiles are Everywhere"	2,461,514	6/19/01

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
US	"Coast Dental (and design)"	76/409,739	5/20/02
US	"Own a Practice that Doesn't Own You"	76/411,082	12/3/02
US	"We'll Give You Every Reason to Smile"	76/409,888	11/12/02

Trademark Licenses

None.

SCHEDULE D

DOMAIN NAMES

Coastdental.com

Coasdentalservices.com

Coastdentalservices.net

Coastdentalservices.org

Smileplusdental.com

Smileplusdental.net



PATTON BOGGS LLP
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037-1350
202 457 6000

Facsimile 202 457 6315
www.pattonboggs.com

June 24, 2003

George M. Borababy
(202) 457-5210
gborababy@pattonboggs.com

Assistant Commissioner For Trademarks
U.S. Patent & Trademark Office
Crystal Gateway 4
2900 Crystal Drive, 3rd Floor
Box Assignments
Arlington, VA 22202

RE: Trademark Security Agreement

Dear Sir:

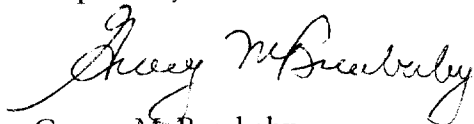
Please record the enclosed Trademark Security Agreement with respect to the U.S. Trademark Registrations listed on the enclosed form PTO 1594.

Transmitted herewith are one (1) Form PTO 1594 and a true copy of the Security Agreement. Please charge our Deposit Account No. 50-0709 in the amount of \$190.00 to cover the recordation fee. If there are any additional fees, please charge our Deposit Account.

Please send all correspondence in this matter, including the return of the recordation, to the undersigned at:

George M. Borababy, Esq.
Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037.

Respectfully submitted,



George M. Borababy