

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-------------------------|
| FUTUREDONTICS, INC. | | 06/15/2012 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------------------|
| Name: | COMERICA BANK |
| Street Address: | 39200 Six Mile Road, M/C 7578 |
| Internal Address: | Attn: National Documentation Services |
| City: | Livonia |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | CORPORATION: TEXAS |

PROPERTY NUMBERS Total: 33

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------------|
| Registration Number: | 4075175 | PATIENT ACTIVATOR CONCIERGE |
| Registration Number: | 3324669 | SMILEWORKS |
| Registration Number: | 3324667 | SMILEWORKS |
| Registration Number: | 3274870 | WE TAKE EVERY SMILE PERSONALLY |
| Registration Number: | 3148791 | WITH US, IT'S ALWAYS PERSONAL |
| Registration Number: | 3812226 | FRONT DESK UNIVERSITY |
| Registration Number: | 2997926 | A GREAT DENTIST CAN CHANGE YOUR LIFE |
| Registration Number: | 2935013 | PROFESSIONALS YOU CAN TRUST |
| Registration Number: | 3877773 | 1-800-DENTIST.COM |
| Registration Number: | 3877772 | 1800DENTIST.COM |
| Registration Number: | 3495519 | PATIENT ACTIVATOR |
| Registration Number: | 3452623 | DENTISTRY.COM |
| Registration Number: | 3452622 | DENTISTRY.COM |

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|----------------------|----------|---|
| Registration Number: | 3498019 | THE ORIGINAL DENTAL REFERRAL SERVICE |
| Registration Number: | 3368785 | RENEW YOUR SKIN. RESTORE YOUR SMILE. |
| Registration Number: | 3446039 | S SMILEWORKS |
| Registration Number: | 3421479 | 1-800-DENTISTA |
| Registration Number: | 3371531 | 1-800-DENTIST |
| Registration Number: | 3149046 | THEPATIENTSCHOICE.COM |
| Registration Number: | 2391733 | SMILEWORKS.COM |
| Registration Number: | 2372482 | FUTURE DONTICS |
| Registration Number: | 2372481 | F |
| Registration Number: | 2667472 | BEHIND EVERY GREAT SMILE IS A GREAT DENTIST |
| Registration Number: | 2115372 | 1800DENTIST |
| Registration Number: | 1697956 | DRS DENTAL REFERRAL SERVICE |
| Serial Number: | 85501442 | 1-800-DENTIST |
| Serial Number: | 85639652 | REPUTATION MONITOR |
| Serial Number: | 85639637 | DENTAL REFERRAL |
| Serial Number: | 85639630 | DENTAL REFERRAL SERVICES |
| Serial Number: | 85502161 | DENTAL SAVERS |
| Serial Number: | 85140470 | 800DENTIST |
| Serial Number: | 85140467 | 800 DENTIST |
| Serial Number: | 76099061 | THRIVINGPRACTICES.COM |

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-638-6730
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 355281-115 |
| NAME OF SUBMITTER: | Troy Zander |
| Signature: | /s/ Troy Zander |
| Date: | 06/20/2012 |

Total Attachments: 6
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TRADEMARK
REEL: 004805 FRAME: 0180

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 15, 2012 by and between COMERICA BANK ("Bank") and FUTUREDONTICS, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of date hereof between Grantor and Bank (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6060 Center Drive
Los Angeles, CA 90045
Attn: Chief Financial Officer
FAX: (310) 225-6624

FUTUREDONTICS, INC.

By:

Name:

Title:

BANK:

COMERICA BANK

By:

Name:

Title:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

[Signature Page to Intellectual Property Security Agreement – Borrower]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6060 Center Drive
Los Angeles, CA 90045
Attn: Chief Financial Officer
FAX: (310) 225-6624

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

GRANTOR:

FUTURE DONTICS, INC.

By: _____

Name: _____

Title: _____

BANK:

COMERICA BANK

By:  _____

Name: JAMES DANCY

Title: VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement – Borrower]

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Reg./Rec. Number</u> | <u>Reg./Rec. Date</u> |
|--|---------------------------|------------------------|
| 1-800-dentist business sign | TX 1-680-911 V3484D532 | 10/16/1985 05/31/02 |
| Everything is Marketing: The Ultimate Strategy for Dental Practice Growth | TX0007296752 | 04/16/09 |
| Futuredontics.com. | TX0004549115 | 09/24/97 |
| Futuredontics.com | TX0004549113 | 10/09/97 |
| Futuredontics.com. | TX0004549114 | 10/09/97 |
| Futuredontics.com & 3 other titles | V3526D692 | 07/01/05 |

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

| <u>Mark</u> | <u>Serial/Registration No.</u> | <u>File Date</u> |
|--|--------------------------------|------------------|
| I-800-DENTIST | 85/501,442 | 12/21/11 |
| REPUTATION MONITOR | 85/639,652 | 05/31/12 |
| DENTAL REFERRAL | 85/639,637 | 05/31/12 |
| DENTAL REFERRAL SERVICES | 85/639,630 | 05/31/12 |
| DENTAL SAVERS | 85/502,161 | 12/22/11 |
| 800DENTIST | 85/140,470 | 09/28/10 |
| 800 DENTIST | 85/140,467 | 09/28/10 |
| PATIENT ACTIVATOR CONCIERGE | 4,075,175 | 12/20/11 |
| SMILEWORKS | 3,324,669 | 10/30/07 |
| SMILEWORKS | 3,324,667 | 10/30/07 |
| WE TAKE EVERY SMILE PERSONALLY | 3,274,870 | 08/07/07 |
| WITH US, IT'S ALWAYS PERSONAL | 3,148,791 | 09/26/06 |
| FRONT DESK UNIVERSITY | 3,812,226 | 06/29/10 |
| A GREAT DENTIST CAN CHANGE YOUR LIFE | 2,997,926 | 09/20/05 |
| PROFESSIONALS YOU CAN TRUST | 2,935,013 | 03/22/05 |
| I-800-DENTIST.COM | 3,877,773 | 11/16/10 |
| 1800DENTIST.COM | 3,877,772 | 11/16/10 |
| PATIENT ACTIVATOR | 3,495,519 | 09/02/08 |
| DENTISTRY.COM | 3,452,623 | 06/24/08 |
| DENTISTRY.COM | 3,452,622 | 06/24/08 |
| THE ORIGINAL DENTAL REFERRAL SERVICE | 3,498,019 | 09/09/08 |
| RENEW YOUR SKIN, RESTORE YOUR SMILE | 3,368,785 | 01/15/08 |
| S SMILEWORKS | 3,446,039 | 06/10/08 |
| I-800-DENTISTA | 3,421,479 | 05/06/08 |
| I-800-DENTIST | 3,371,531 | 01/22/08 |
| THEPATIENTSCHOICE.COM | 3,149,046 | 09/26/06 |
| SMILEWORKS.COM | 2,391,733 | 10/03/00 |
| FUTURE DONTICS | 2,372,482 | 08/01/00 |
| F | 2,372,481 | 08/01/00 |
| BEHIND EVERY GREAT SMILE IS A GREAT DENTIST | 2,667,472 | 12/31/02 |
| 1800DENTIST | 2,115,372 | 11/25/97 |
| DRS DENTAL REFERRAL SERVICE | 1,697,956 | 06/30/92 |