

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORABRUSH, INC.		10/03/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4369852	AUTOMAGIC DELIVERY	
Registration Number:	4346420	ORAPUP	
Registration Number:	4314829	OBSESSIVE ORAL HYGIENE	
Registration Number:	4306759	ORA CLUB	
Registration Number:	4043124		
Registration Number:	3973234		
Registration Number:	3630497	ORABRUSH	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		

Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER: Lee Conner

Signature: /leeconner-tkf/

Date: 10/15/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 3, 2013 by and between SQUARE 1 BANK, a North Carolina banking corporation ("*Bank*") and ORABRUSH, INC., a Delaware 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 by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 to 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 (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

square 1 bank



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.

SIGNATURE PAGE FOLLOWS

SQUARE 1 0000

Orabrush, Inc. - IPSA

2.



TRADEMARK
REEL: 005131 FRAME: 0239

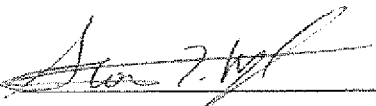
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ORABRUSH, INC.

165 North 1330 West #B-4
Orem, UT 84057

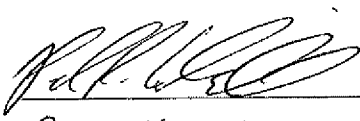
By: 
Name: Scott Wright
Title: CFO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 
Name: Patricia Cahill
Title: AVP

[Signature Page to Intellectual Property Security Agreement]

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Orabrush, Inc. - IPSA

3.



TRADEMARK
REEL: 005131 FRAME: 0240

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

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EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
AUTO SHIP PROGRAM THAT ADJUSTS TO CONSUMER USAGE	13901334	5-23-2013
METHOD OF USING AND COMPOSITION FOR A FOAMING ORAL CLEANER	13349456	1-12-2012
ORAL CARE DEVICES, METHODS AND COMPOSITIONS	13799292	3-13-2013
ORAL CARE DEVICES, METHODS AND COMPOSITIONS	61736271	12-12-2012
DEVICES, METHODS AND COMPOSITIONS FOR CLEANING THE TONGUE OF AN ANIMAL	13798939	3-13-2013
ORAL CARE DEVICES, METHODS, AND COMPOSITIONS	PCT/US2013/034406	3-28-2013

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EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
AUTOMAGIC DELIVERY	4369852	7-16-2013
ORAPUP	4346420	6-4-2013
OBSESSIVE ORAL HYGIENE	4314829	4-2-2013
ORACLUB	4306759	3-19-2013
(design only)	4043124	10-18-2011
(design only)	3973234	6-7-2011
ORABRUSH	3630497	6-2-2009

SUNBELT 10306

