

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
ORTHOACCEL TECHNOLOGIES, INC.		10/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4181657	ACCELEDENT
Registration Number:	3552883	ORTHOACCEL
Registration Number:	3552872	ORTHOACCEL
Registration Number:	4381403	SOFTPULSE TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley LLP
 Address Line 2: 4401 Eastgate Mall
 Address Line 4: San Diego, CALIFORNIA 92121

CH \$1115.00 4181657

ATTORNEY DOCKET NUMBER:	036703-1495 OATI
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/06/2013
Total Attachments: 5 source=OrthoAccel signed IPSA#page1.tif source=OrthoAccel signed IPSA#page2.tif source=OrthoAccel signed IPSA#page3.tif source=OrthoAccel signed IPSA#page4.tif source=OrthoAccel signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 28, 2013 by and between COMERICA BANK ("Bank") and ORTHOACCEL TECHNOLOGIES, 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 of even date herewith (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). 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 certain 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:

6575 West Loop South, Suite 200
Bellaire, TX 77401

Attn:

ORTHOACCEL TECHNOLOGIES, INC.

By: Michael H. Jero
Title: CEO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: [Signature]
Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Pat./Pub./Ser. No.	File Date:	Title
US20110136070 12/935560	03/30/09	VIBRATING COMPRESSIBLE DENTAL PLACE FOR CORRECTING MALOCCLUSION
US20080227046 11/773849	20070705	SYSTEMS, METHODS ... FOR CORRECTING MALOCCLUSION
US20080227047 11/773858	07/05/07	SYSTEMS AND METHODS FOR CORRECTING MALOCCLUSION
US20120322018 13/609346	20120911	VIBRATING ORTHODONTIC REMODELLING DEVICE
US8500446 US20130059263 13/684220	20121122	VIBRATING ORTHODONTIC REMODELLING DEVICE
13/973,865	20130822	VIBRATING ORTHODONTIC REMODELING DEVICE AND METHOD THEREOF
US20120094246 13/000557	20101221	DIFFERENTIAL VIBRATION OF DENTAL PLATE
US20120040300 13/057964	20110207	VIBRATING DENTAL PLATE AND ACCESSORIES
US20110136071 12/888280	20100922	BRACE CAP
US20100055634 12/615049	20091109	IMPROVED VIBRATING DENTAL DEVICES
US20130252193 13/850,151	20130325	TOOTH POSITIONER AND VIBRATOR COMBINATION
PCT/US13/36289	20120413	LASER ORTHODONTIC DEVICES
13/934,651	20130716	ELECTRO-ORTHODONTIC DEVICE
13/951,242	20130725	PEARLESCENT WHITE ALIGNERS
PCT/US13/59928	20130916	VIBRATING ORTHODONTIC STRIP
13/967,043	20130814	LIGHT CURE BITE PLATE FOR ORTHODONTIC REMODELING DEVICES
14/031,832	20130919	SHAPABLE BITE PLATES
61/769,507 61/832,358	20130226 20130607	FLUORIDE RELEASING BITE PLATE
61/824,798 61/856,053	20130517 20130719	HERBST ACCOMODATING BITE PLATES
61/837,021	20130619	MASSAGING BITE PLATE
61/857,089	20130722	DIAGNOSTIC MOUTHPIECES
61/870,562	20130827	SPECIALITY VIBRATORY DEVICES

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
ACCELEDENT	4,181,657	07/31/12
ORTHOACCEL (and design)	3,552,883	12/30/08
ORTHOACCEL	3,552,872	12/30/08
SOFTPULSE TECHNOLOGY	4,381,403	08/06/13