

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
ORAMETRIX, INC.		02/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT AND LENDER		
Street Address:	2 BETHESDA METRO CENTER, SUITE 600		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86118717	SUREU	
Serial Number:	86118730	SURE U	
Serial Number:	86118727	SUREU	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.191		
NAME OF SUBMITTER:	Valerie Brennan		

OP \$90.00 86118717

Signature:	/VB/
Date:	02/25/2014
Total Attachments: 9 source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page1.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page2.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page3.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page4.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page5.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page6.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page7.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page8.tif source=GE - OraMetrix - IP Security Agreement Amendment (Executed)#page9.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “**First Amendment**”) is made as of February 14, 2014, by and among ORAMETRIX, INC, a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as administrative and collateral agent (in such capacity, together with its successors and assigns, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of May 6, 2013 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of July 19, 2013 and as further amended, restated supplemented or otherwise modified from time to time, the “**Loan Agreement**”) by and among the Grantor, the guarantors from time to time party thereto, the Agent, and the financial institutions from time to time party thereto as lenders (the “**Lenders**”);

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of July 19, 2013 (as amended, restated supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), by and among the Grantor and the Agent, pursuant to which, among other things, the Grantor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in and to the Intellectual Property Collateral (as defined therein);

WHEREAS, the Grantor has advised the Agent that the Grantor has acquired additional Intellectual Property Collateral; and

WHEREAS, the Grantor and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meaning provided for in the IP Security Agreement.
2. Amendments to IP Security Agreement.
 - (a) The provisions of the IP Security Agreement are hereby amended by replacing Schedule 2 thereto in its entirety with Schedule 2 annexed hereto, and the Intellectual Property Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include, from and after the date hereof, all trademarks and rights under any written agreement granting any right to use any trademarks described on such Schedule 2.

- (b) The provisions of the IP Security Agreement are hereby amended by replacing Schedule 3 thereto in its entirety with Schedule 3 annexed hereto, and the Intellectual Property Collateral described in Section 2(e) of the IP Security Agreement shall be deemed to include, from and after the date hereof, all United States patents and rights under any written agreement granting any right to use such patents described on such Schedule 3.
 - (c) The provisions of the IP Security Agreement are hereby amended by replacing Schedule 4 thereto in its entirety with Schedule 4 annexed hereto, and the Intellectual Property Collateral described in Section 2(f) of the IP Security Agreement shall be deemed to include, from and after the date hereof, all United States patent applications and rights under any written agreement granting any right to use such patent applications described on such Schedule 4.
 - (d) The provisions of the IP Security Agreement are hereby amended by replacing Schedule 6 thereto in its entirety with Schedule 6 annexed hereto, and the Intellectual Property Collateral described in Section 2(h) of the IP Security Agreement shall be deemed to include, from and after the date hereof, all foreign patents and patent applications and rights under any written agreement granting any right to use such patents and patent applications described on such Schedule 6.
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Agent (for the ratable benefit of the Lenders) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Agent (for the ratable benefit of the Lenders) a lien on and security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral, together with all of such Grantor's assets of the type described in Section 2 of the IP Security Agreement relating to the Intellectual Property Collateral, as well as all products, proceeds, substitutions, and accessions of or to the foregoing.
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, the Grantor hereby acknowledges, confirms and agrees that (i) all Intellectual Property Collateral shall continue to secure the Obligations, (ii) this First Amendment shall be a "Loan Document" under the Loan Agreement, and (iii) the IP Security Agreement, the Loan Agreement and each other Loan Document shall remain in full force and effect following any action contemplated in connection herewith.
5. Miscellaneous.
- (a) The IP Security Agreement, as amended by this First Amendment, expresses the entire understanding of the parties with respect to the transactions contemplated

hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

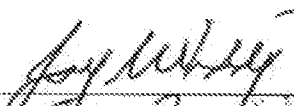
- (b) In case any provision of or obligation under this First Amendment shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- (c) The Grantor hereby agrees that at any time and from time to time, at the expense of the Grantor, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Agent or Lenders may reasonably request, in connection with this First Amendment, or to enable them to exercise and enforce their rights and remedies under this First Amendment, the IP Security Agreement and the other Loan Documents.
- (d) THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.
- (e) This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of this First Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

ORAMETRIX, INC.

By: 
Name: Jay B. Priddy
Title: Secretary & CEO

AGENT AND LENDER:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent and Lender

By: 

Name: Jacqueline K. Blechinger

Title: Duly Authorized Signatory

**Schedule 2
to
Intellectual Property Security Agreement**

Trademarks

<p>OraMetrix[®] (Registered in US, CANADA, AUSTRALIA, ISRAEL and EUROPE) US Reg. No. 2,724,645; Registered June 10, 2003; Renewed for 10 more years from June 10, 2013.</p>
<p>SureSmile[®] (Registered in US, CANADA, AUSTRALIA, EUROPE, JAPAN, MEXICO and ISRAEL) US Reg. No. 2,724,644; Registered June 10, 2003; Renewed for 10 more years from June 10, 2013.</p>
<p>Sure White[®] (two words) (Registered in US) US Reg. No. 2,825,799; Registered March 23, 2004.</p>
<p>SureWhite[®] (one word) (Registered in US, CANADA, AUSTRALIA, EUROPE and JAPAN) US Reg. No. 2,995,918; Registered September 13, 2005.</p>
<p>OraScanner[®] (Registered in US, CANADA and AUSTRALIA) US Reg. No. 2,920,655; Registered January 25, 2005.</p>
<p>SUREU[™] (Applied for in US, EUROPE, JAPAN and AUSTRALIA) US Ser. No. 86/118,717; Filed November 14, 2013.</p>
<p>SUREU[™] (Stacked Logo) (Applied for in US, EUROPE, JAPAN and AUSTRALIA) US Ser. No. 86/118,730; Filed November 14, 2013.</p>
<p>SUREU[™] (Logo) (Applied for in US, EUROPE, JAPAN and AUSTRALIA) US Ser. No. 86/118,727; Filed November 14, 2013.</p>

**Schedule 3
to
Intellectual Property Security Agreement**

US Patent No.			
4,656,860	6,738,508	7,215,810	7,744,369
5,424,836	6,744,914	7,234,937	7,751,871
6,214,285	6,744,932	7,252,509	7,837,467
6,250,918	6,755,064	7,283,891	8,021,147
6,315,553	6,771,809	7,296,996	8,029,277
6,318,995	6,851,949	7,305,110	8,047,034
6,350,120	6,854,973	7,305,121	8,047,847
6,359,680	6,860,132	7,361,017	8,082,769
6,413,084	6,905,337	7,361,018	8,113,829
6,431,870	6,918,761	7,379,584	8,118,593
6,464,496	6,971,873	7,422,430	8,121,718
6,471,512	7,003,472	7,442,041	8,142,187
6,495,848	7,004,754	7,458,812	8,152,523
6,512,994	7,013,191	7,461,005	8,177,551
6,532,299	7,027,642	7,471,821	8,192,197
6,540,512	7,029,275	7,530,811	8,266,940
6,554,613	7,058,213	7,585,172	8,417,366
6,587,828	7,068,825	7,590,462	8,465,280
6,612,143	7,068,836	7,609,875	8,469,705
6,632,089	7,076,980	7,641,473	8,550,815
6,648,640	7,080,979	7,695,278	
6,688,885	7,156,655	7,697,721	
6,728,423	7,160,110	7,699,606	
6,732,558	7,172,417	7,717,708	
6,736,638	7,197,179	7,740,476	

Schedule 4
to
Intellectual Property Security Agreement

US Pat. Apps. No.
09/254,078
10/429,074
11/010,776
12/052,420
12/384,538
12/713,169
12/772,133
12/772,208
13/097,038
13/107,913
13/621,848
13/887,323
13/922,330
14/092,692
14/134,021
14/144,726
14/145,996

Schedule 6
to
Intellectual Property Security Agreement

Japan Patent No.
JP 3,771,498
JP 4,206,213
JP 4,384,026
JP 4,989,848
JP 5,265,769
JP 5,269,380
JP 5,325,366
JP 5,362,166

Europe Patent No.
EP 1500034
EP 1301140
EP 1276433
EP 2204136
EP 2427135
EP 2258303

Japan Pat. Apps. No.
2013-0964119

Europe Pat. Apps. No.
04750516.9
09014161.5
13182838.6