

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342416

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DTI DENTAL TECHNOLOGIES INC.		05/18/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FUNDING IV TRUST, as Administrative Agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 200		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3834977	SMILES MATTER	
<b>Registration Number:</b>	2793412	DTI	
<b>Registration Number:</b>	4037311	SMILES MATTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	41012.00.0029-SCHOENDORFF		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	05/26/2015		
<b>Total Attachments: 11</b> source=trademark#page1.tif			

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (the "Agreement") made as of this 18th day of May, 2015, by **DTI DENTAL TECHNOLOGIES INC.**, a corporation organized under the laws of British Columbia ("Grantor"), in favor of **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

**WITNESSETH:**

**WHEREAS**, certain of the Grantor's affiliates, Grantee and Lenders are parties to a certain Credit and Security Agreement dated as of March 31, 2010 (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders;

**WHEREAS**, pursuant to the terms of the Credit Agreement and certain other "Security Documents," as defined in the Credit Agreement, now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, and all goodwill attributable to any of the foregoing belonging to Grantor (collectively, the "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owed by Grantor under the Credit Agreement;

**WHEREAS**, Grantor and Grantee wish to execute an agreement governed by the laws of the State of Maryland evidencing, providing for and reconfirming the granting of such security interest in the Trademarks and all proceeds thereof, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office; and

**WHEREAS**, Grantor and Grantee mutually agree and acknowledge that this Agreement shall not function as any form of assignment of the ownership of the Trademarks; provided, however, that such agreement and acknowledgment shall in no way derogate the security pledge provided in this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor, intending to be legally bound, agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms

its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks Collateral"), whether now owned or existing and hereafter created, acquired or arising:

i. each Trademark and application for Trademark listed on Schedule 1 annexed hereto, and each of the Trademarks (including each trademark application) that may be the subject of any supplement to this Agreement hereafter delivered by Grantor to Grantee in accordance with the provisions of Section 3 of this Agreement below; and

ii. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that Grantor shall provide Lender a listing of any new Trademarks (including any new trademark application and any new trademark issued or registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any supplement delivered to Grantee in accordance with this paragraph, "New Trademarks"), acquired during the fiscal quarter corresponding to such financial statement and, Grantor shall deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule 1 sets forth a full, complete and correct list of all registered and pending Trademarks owned by Grantor as of the date hereof; and

B. As of the date hereof, (i) all such registered Trademarks listed on Schedule 1 are valid, live, and enforceable, to the best of Grantor's knowledge after due inquiry, and all filings necessary to maintain the effectiveness of all such registered Trademarks have been made (including payment of any maintenance fees), (ii) all such filed trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as set forth on Schedule I, to the best of Grantor's knowledge after due inquiry, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Trademarks free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

5. Events of Default and Remedies. The occurrence of any "Event of Default" as defined and provided for in the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademarks Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Power of Attorney. Without limiting the generality of any power of attorney granted to Grantee under the Credit Agreement or any other Security Document, Grantor hereby authorizes Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any supplement to this Agreement or other security agreement or similar document or instrument which Grantee may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Trademarks Collateral provided for herein, and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 5 above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Grantee may deem necessary or desirable in order for Grantee to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Trademarks Collateral, and in each case to file with the Assignment Branch of the United States Patent and Trademark Office in the name of and on behalf of Grantor any such supplement, agreement, document, instrument, assignment or bill of sale executed by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

7. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

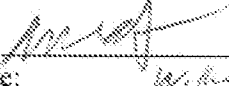
*(Signatures on Following Page)*  
*(Remainder of Page Left Intentionally Blank)*

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

**DTI DENTAL TECHNOLOGIES INC.**, a  
corporation organized under the laws of British  
Columbia

By:   
Name: William S. Palma  
Title: CEO

*(Signature Page to Trademark Security Agreement)*

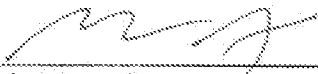
Agreed and Accepted As of the Date  
First Written Above

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.  
Its: Investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:  (SEAL)  
Maurice Amsellem  
Authorized Signatory

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

**U.S. Registered Trademarks<sup>1</sup>**

**U.S. Registered Trademarks**

Description	Serial (Registration) No.	Status	Owner
SMILES MATTER	77/916349 (3834977)	Registered	DTI DENTAL TECHNOLOGIES INC.
DTI	75/728225 (2793412)	Registered	DTI DENTAL TECHNOLOGIES INC.
SMILES MATTER	85/106085 (4037311)	Registered	DTI DENTAL TECHNOLOGIES INC.

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<sup>1</sup> NTD add New Trademarks



**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by **DTI DENTAL TECHNOLOGIES INC.**, a corporation organized under the laws of British Columbia ("Grantor"), in favor of **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement ("Grantee");

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of May \_\_\_, 2015 (as the same heretofore may have been and hereafter may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by it of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, and all of the goodwill of the business in connection with the use of, and symbolized by, each Trademark; and all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation, rights to receive license fees or royalties in connection with any licenses of the New Trademarks) and General Intangibles arising therefrom and/or constituting proceeds thereof, and agrees that all such New Trademarks and the proceeds

thereof shall be included in and be part of the Trademarks Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule A set forth a full, complete and correct list of all registered Trademarks and pending Trademark applications owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with the Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof; and

B. As of the date hereof, (i) all such registered New Trademarks listed on Schedule A are valid, live, and enforceable, to the best of Grantor's knowledge after due inquiry, all filings necessary to maintain the effectiveness of all such registered New Trademarks have been made, (ii) all such trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith (including payment of any maintenance fees), and (iii) except as set forth on Schedule A hereto, to the best of Grantor's knowledge after due inquiry, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered New Trademarks free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

*[Signatures on Following Page]*

*(Signature page to Supplement to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, intending to be legally bound, Grantor has duly executed this Supplement as of the day and year first hereinabove set forth.

**GRANTOR:**

**DTI DENTAL TECHNOLOGIES INC.**, a  
corporation organized under the laws of  
British Columbia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Signature page to Supplement to Trademark Security Agreement)*

Agreed and Accepted As of the Date  
First Written Above

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.  
Its: Investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: \_\_\_\_\_ (SEAL)  
Maurice Amsellem  
Authorized Signatory

SCHEDULE 1 TO SUPPLEMENT TO  
TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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