

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICRO DENTAL LABORATORIES		05/18/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4642632	MICRO2	
Registration Number:	4113068	ZEUS	
Serial Number:	86167893	MICRO2	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41012.00.0029-SCHOENDORFF		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	05/26/2015		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this 18th day of May, 2015 by **MICRO DENTAL LABORATORIES**, a California corporation ("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 March 31, 2010 (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.

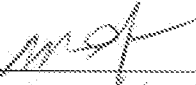
[Signatures on Following Page]

(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:

MICRO DENTAL LABORATORIES, a
California corporation

By: 
Name: William S. Johnson
Title: CEO

(Signature page to Supplement to Trademark Security Agreement)

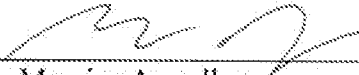
Agreed and Accepted As of the Date
First Written Above

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 A

**SCHEDULE 1 TO SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT
DATED MAY [____], 2015**

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
MICRO2 WITH DESIGN	86/196271 (4642632)	November 18, 2014
ZEUS	85/285886 (4113068)	March 13, 2012

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
MICRO2	86/167893	January 16, 2014