

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363843

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| General Electric Capital Corporation, as agent | | 11/19/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Healthcare Financial Solutions, LLC, as agent | | |
| Street Address: | Two Bethesda Metro Center, Suite 600 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: MARYLAND | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2724645 | ORAMETRIX | |
| Registration Number: | 2724644 | SURESMILE | |
| Registration Number: | 2825799 | SURE WHITE | |
| Registration Number: | 2995918 | SUREWHITE | |
| Registration Number: | 2920655 | ORASCANNER | |
| 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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 703 610 6100 | | |
| Email: | boxip@hoganlovells.com | | |
| Correspondent Name: | Valerie Brennan, Hogan Lovells US LLP | | |
| Address Line 1: | 7930 Jones Branch Drive, 9th Floor | | |
| Address Line 2: | Attn: Box Intellectual Property | | |
| Address Line 4: | McLean, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | 088650.242 (ORAMETRIX) | | |

OP \$215.00 2724645

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| NAME OF SUBMITTER: | Valerie Brennan |
| SIGNATURE: | /vb/ |
| DATE SIGNED: | 11/30/2015 |
| Total Attachments: 10 source=OraMetrix#page1.tif source=OraMetrix#page2.tif source=OraMetrix#page3.tif source=OraMetrix#page4.tif source=OraMetrix#page5.tif source=OraMetrix#page6.tif source=OraMetrix#page7.tif source=OraMetrix#page8.tif source=OraMetrix#page9.tif source=OraMetrix#page10.tif | |

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of November 19, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION**, (as the current and resigning administrative agent, the "Retiring Agent") and **HEALTHCARE FINANCIAL SOLUTIONS, LLC**¹, (as the successor administrative agent together with its successors and assigns, the "Successor Agent").

RECITALS:

WHEREAS, OraMetrix, Inc., as "Grantor", and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the "Subject IP"); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION as Retiring Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

SUCCESSOR AGENT:

HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Successor Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

EXHIBIT A

- | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Intellectual Property Security Agreement recorded with the United States Patent and Trademark Office on July 24, 2013 at Reel 5077, Frame 0098 |
| 2. | Intellectual Property Security Agreement recorded with the United States Patent and Trademark Office on July 25, 2013 at Reel 030873, Frame 0070 |
| 3. | First Amendment to Intellectual Property Security Agreement recorded with the United States Patent and Trademark Office on February 25, 2014 at Reel 032332, Frame 0805 |
| 4. | Second Amendment to Intellectual Property Security Agreement, recorded with the Patent and Trademark Office on May 22, 2014 at Reel 032984, Frame 0600 |

EXHIBIT B

[See Attached.]

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

OrsMetrix / IP Security Agreement
DC - 88650.0191 - 4726266
\\PC - 096550/104448 - 472626 v2

TRADEMARK
REEL: 005677 FRAME: 0546

**Schedule 1
to
Intellectual Property Security Agreement**

Copyright © OraMetrix

**Schedule 2
to
Intellectual Property Security Agreement**

Trademarks

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| 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. |
| Sure White® (two words) (Registered in US) US Reg. No. 2,825,799; Registered March 23, 2004. |
| SureWhite® (one word) (Registered in US, CANADA, AUSTRALIA, EUROPE and JAPAN) US Reg. No. 2,995,918; Registered September 13, 2005. |
| OraScanner® (Registered in US, CANADA and AUSTRALIA) US Reg. No. 2,920,655; Registered January 25, 2005. |
| SUREU™ (Applied for in US, EUROPE, JAPAN and AUSTRALIA) US Ser. No. 86/118,717; Filed November 14, 2013. |
| SUREU™ (Stacked Logo) (Applied for in US, EUROPE, JAPAN and AUSTRALIA) US Ser. No. 86/118,730; Filed November 14, 2013. |
| SUREU™ (Logo) (Applied for in US, EUROPE, JAPAN and AUSTRALIA) US Ser. No. 86/118,727; Filed November 14, 2013. |

**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 |
| 6,646,640 | 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 |
| 61/984,049 |

SCHEDULE 4
INTELLECTUAL PROPERTY SECURITY AGREEMENT

OraMetric / IP Security Agreement
DC - 88650.0191 - 4726266
\\ps01.083692\905262 - 7155438.v2

**TRADEMARK
REEL: 005677 FRAME: 0550**

**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 |