

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378556

<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>
Birner Dental Management Services, Inc.		03/29/2016	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guaranty Bank and Trust Company		
<b>Street Address:</b>	1331 17th Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Chartered Bank: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2072478	PERFECT TEETH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3033339786		
<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>	303-333-9810		
<b>Email:</b>	mbell@fostergraham.com		
<b>Correspondent Name:</b>	Foster Graham Milstein & Calisher		
<b>Address Line 1:</b>	360 South Garfield Street		
<b>Address Line 4:</b>	Denver, COLORADO 80209		
<b>NAME OF SUBMITTER:</b>	Mark Bell		
<b>SIGNATURE:</b>	/Mark Bell/		
<b>DATE SIGNED:</b>	03/30/2016		
<b>Total Attachments: 5</b>			
source=00282261#page1.tif			
source=00282250#page1.tif			
source=00282250#page2.tif			
source=00282250#page3.tif			
source=00282250#page4.tif			

OP \$40.00 2072478

Pursuant to a Loan and Security Agreement and a Security Agreement both dated March 29, 2016, Guaranty Bank and Trust Company holds a security interest in the trademark PERFECT TEETH

# UCC Financing Statement

**Colorado Secretary of State**

Date and Time: 03/30/2016 09:49:20 AM

Master ID: 20162028158

Validation Number: 20162028158

Amount: \$8.00

## **Debtor: (Organization)**

Name: Birner Dental Management Services, Inc.

Address1: 1777 S. Harrison Street

Address2:

City: Denver

State: CO

ZIP/Postal Code: 80210

Province:

Country: United States

## **Secured Party: (Organization)**

Name: Guaranty Bank and Trust Company

Address1: 1331 17th Street

Address2:

City: Denver

State: CO

ZIP/Postal Code: 80202

Province:

Country: United States

## **Collateral**

### **Description:**

The Collateral described on Exhibit A attached hereto and incorporated herein.

Attachment #: 1

**Exhibit A to Financing Statement  
(Collateral Description)**

File name: 00282176.PDF

Uploaded: 03/30/2016 09:36:08 AM

EXHIBIT A  
TO  
FINANCING STATEMENT  
(Collateral Description)

The Collateral includes, but is not limited to, the following, whether now, or hereafter, owned, existing, created, acquired or arising:

(i) All accounts, accounts receivable, deposit accounts, promissory notes and other obligations owed to Debtor that arise from the sale, rental or lease of inventory, goods or other property of Debtor or the rendering of services by Debtor, and all chattel paper, instruments (including promissory notes), documents, drafts, contract rights and acceptances, health-care-insurance receivables, letter-of-credit rights and other forms of obligations (including but not limited to all obligations that may be characterized as general intangibles or otherwise under the Uniform Commercial Code in effect in the State of Colorado from time to time) respecting the rights of Debtor to the payment of money from others and all other rights to the payment of money;

(ii) All goods and inventory, and all documents of title of at any time evidencing or representing a part thereof, including all inventories of raw materials, work-in-process, finished goods, and merchandise, materials and supplies and all other personal property and assets of every kind and description held for sale, rental or lease or held to be furnished under contracts for services or consumed in Debtor's business, or in any case held, used or useable in the supply, servicing, advertising, processing, packaging, delivery or shipping of such property;

(iii) All equipment, machinery, tools furniture, and fixtures of every sort and spare parts therefor, all storage media containing computer programs and data, and all tools, dies, and molds, and all motor vehicles, trailers, tractors, barges, and ships of every sort and spare parts and accessories therefor, whether or not titled or certificated;

(iv) All general intangibles, including payment intangibles, all computer programs, data and databases, leases, licenses, claims and causes of action against others (whether in litigation, settlement or otherwise), and tax refunds, and all summaries, compilations, mailing and customer, client or supplier lists, and other supporting evidence records relating to the business, assets, liabilities or capital of Debtor, and all disks, files, tapes, printouts, books, records, periodicals, directories, publications and other documents and media where the foregoing is stored or embodied, and all patents, patent applications, trademarks (including the trademark for Perfect Teeth), trademark applications, trade secrets, trade names, service marks, trade styles, and copyrights, in each case whether or not registered, licensed or filed;

(v) All rights under all licenses, permits, leases, contracts (including Management Agreements and Stock Transfer and Pledge Agreements), governmental approvals, franchises, applications for any of the foregoing, renewals of any of the foregoing, and similar rights or privileges or immunities;

(vi) (A) all dividends, cash, securities, instruments and other property from time to time paid, payable or otherwise distributed to Debtor in respect of or in exchange for any shares or other capital stock or trust, partnership or limited liability company interests, all investment property, certificated securities, uncertificated securities, security entitlements, securities accounts, securities accounts, margin accounts, financial assets, hedging agreements, options contracts, and futures contracts; (B) any and all distributions made to Debtor in respect of any such shares or capital stock, or trust, partnership or

limited liability company interests, whether in cash or in kind, by way of dividends or stock splits, or pursuant to a merger or consolidation or otherwise, or any substitute security issued to Debtor upon conversion, reorganization or otherwise; and (C) any and all other property hereafter delivered to Debtor or Secured Party in substitution for or in addition to any of the foregoing (including without limitation all securities issued pursuant to any shareholder agreement, stock purchase agreement, partnership agreement, trust agreement or indenture, limited liability company operating agreement, stock purchase rights or other agreement to which Debtor may now or hereafter be a party, all certificates and instruments representing or evidencing such property and all cash, securities, interest, dividends, rights, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof);

(vii) All of Debtor's property in the possession, custody or control of Secured Party in any way, whether or not for safekeeping, custody, pledge, transmission, collection or otherwise;

(viii) All funds paid to Secured Party or in transit to any deposit account or fund established by Debtor, and any securities in which such funds may be invested; and

(ix) All cash and non-cash proceeds and products of the foregoing, all proceeds from insurance on any of the foregoing, all goodwill associated with the foregoing, all additions and accessions to and replacements and substitutions for any of the foregoing, everything that becomes (or is held for the purpose of being) affixed to or installed in any of the foregoing, and all products, rents, income, dividends, royalties, and profits of or from any of the foregoing.