

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORTHOACCEL TECHNOLOGIES, INC.		02/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4181657	ACCELEDENT	
Registration Number:	4657995	LEADER IN ACCELERATED ORTHODONTICS	
Serial Number:	87182717	ACCELEDENT MY SMILE	
Serial Number:	87199003	HEALTHY, BEAUTIFUL SMILES...FASTER	
Serial Number:	87296079	BEYOND ACCELERATION: DRIVING PREDICTABLE	
Serial Number:	87065602	OPTIMA	
Registration Number:	3552872	ORTHOACCEL	
Registration Number:	4901643	ORTHOACCEL	
Registration Number:	4940757	ORTHOACCEL	
Registration Number:	4381403	SOFTPULSE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		

CH \$265.00 4181657

Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER: NICHOLAS NANCE

SIGNATURE: /NICHOLASNANCE/CCD

DATE SIGNED: 04/21/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 28, 2017 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **ORTHOACCEL TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 12, 2016 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6575 West Loop South, Suite 200
Bellaire, TX 77401
Attn: Kelly Enos

ORTHOACCEL TECHNOLOGIES, INC.

By: 

Name: KELLY ENOS

Title: CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: 

Name: Vicki Howard

Title: Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

Status	Title and Description	Date Application	Date of Issue	Application No.	Issued Patent No.	Country
GRANTED	Device and method for treatment of malocclusion utilizing cyclical forces	9/21/2001	11/18/2003	09/957,770	US6648639	USA
GRANTED	Method of realigning teeth utilizing cyclical forces	11/14/2003	12/21/2004	10/714,319	US6832912	USA
GRANTED	Use of cyclic forces to expedite remodeling of craniofacial bones	11/14/2003	4/18/2006	10/714,834	US7029276	USA
PENDING	Systems, methods, and adjunctive procedures for correcting malocclusion	5/7/2007		11/773,849	US20080227046	USA
GRANTED	Differential Vibration of Dental Plate	6/22/2009	1/28/2014	13/000,557	US8636506	USA
GRANTED	Improved Vibrating Dental Devices	9/11/2009	5/12/2015	12/615,049	US9028250	USA
GRANTED	Vibrating Dental Plate and Accessories	10/2/2010	4/29/2014	13/057,964	US8708701	USA
PENDING	Vibrating Orthodontic Remodelling Device	11/9/2012	1/1/1904	13/609,346	US20120322018	USA
GRANTED	Vibrating Orthodontic Remodelling Device	11/22/2012	8/6/2013	13/684,220	US8500446	USA
PENDING	Tooth Positioner and Vibrator Combination	3/25/2013		13/850,151	US20130252193	USA
GRANTED	Intra-oral mouth vibrator	7/4/2013	10/7/2014	13/935,500	US8851887	USA
PENDING	Electro-	7/16/2013		13/943,651	US20140023983	USA

Status	Title and Description	Date Application	Date of Issue	Application No.	Issued Patent No.	Country
	Orthodontic Device					
GRANTED	Pearlescent White Aligners	7/25/2013	3/24/2015	13/951,242	US8986003	USA
PENDING	Light Cure Bite Plate for Orthodontic Remodeling Devices	8/14/2013		13/967,043	US20140080082	USA
GRANTED	Vibrating Orthodontic Remodelling Device and Method Thereof	8/22/2013	1/27/2015	13/973,865	US8939762	USA
PENDING	Shapable Bite Plates	9/19/2013		14/031,832	US20140186789	USA
PENDING	Laser Orthodontic Devices	12/4/2013		14/390,895	US20150164618	USA
PENDING	Fluoride Releasing Bite Plate	2/18/2014		14/182,988	US20140242535	USA
PENDING	Massaging or Brushing Bite Plates	5/30/2014		14/292,354	US20140272761	USA
PENDING	Dual Head Connector	8/25/2014		14/468,100	US20150125801	USA
PENDING	Diagnostic Mouthpieces	11/7/2014		14/329,268	US20140322661	USA
PENDING	Software to Control Vibration	11/19/2014		14/548,072	US20150079533	USA
PENDING	Class II/III Corrector Accommodating Bite Plate	12/5/2014		14/275,588	US20140342300	USA
PENDING	Intra-oral Vibrating Orthodontic Device	2/2/2015		14/612,081	US2015173856	USA
GRANTED	Vibrating Dental Devices	2/2/2015	6/21/2016	14/612,121	US 9370405	USA
GRANTED	Vibrating Dental Devices	2/2/2015	6/21/2016	14/612,127	US9370406	USA
PENDING	Compact Vibrating Orthodontic Remodeling Device	2/3/2015		14/612,630	NON-publication requested	USA

Status	Title and Description	Date Application	Date of Issue	Application No.	Issued Patent No.	Country
PENDING	Paired Bite Plate and Activator	2/3/2015		14/613,215	NON-publication requested	USA
PENDING	3D Modeling System	3/18/2015		14/661,002	NON-publication requested	USA
PENDING	Improved Orthodontic Accelerator	1/13/2016		14/995,060	NON-publication requested	USA
PENDING	Pulsatile Orthodontic Device and Method	2/19/2016		15/019,865	US20160184054	USA
PENDING	Orthodontic Implant Integration Accelerated with Vibration	4/19/2016		15/241,080	N/A	USA
PENDING	Temperature Controlled Bite Plate	4/20/2016		15/134,061	NON-publication requested	USA
PENDING	Night Time Orthodontics	7/20/2016		15/215,356	NON-publication requested	USA
PENDING	Vibrating Aligner Crown	7/26/2016		15/219,988	NON-publication requested	USA

EXHIBIT C
TRADEMARKS

Title	Country	Date of		Pending Serial No.	Registered Trademark No.
		Application	Registration		
ACCELEDENT	USA	11/12/2010	7/31/2012	85/175,399	4181657
LEADER IN ACCELERATED ORTHODONTICS	USA	6/5/2014	12/16/2014	86/301,171	4657995
ACCELEDENT MY SMILE	USA	9/26/2016		87 / 182,717	
HEALTHY BEAUTIFUL SMILES...FASTER	USA	10/11/2016		87 / 199,003	
BEYOND ACCELERATION: DRIVING PREDICTABLE OUTCOMES	USA	1/10/2017		87296079	
OPTIMA	USA	6/9/2016		87/065.602	
ORTHOACCEL	USA	11/16/2007	12/30/2008	77/330,894	3552872
ORTHOACCEL	USA	7/15/2015	2/16/2016	86/693,696	4901643
ORTHOACCEL and Design	USA	7/21/2015	4/19/2016	86/700,199	4940757
SOFTPULSE TECHNOLOGY	USA	8/17/2012	8/6/2013	85/706,090	4381403