

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOD SOFTWARE, INC.		12/05/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PERCEPTIVE CREDIT HOLDINGS, LP		
Street Address:	51 ASTOR PLACE, 10TH FLOOR		
Internal Address:	C/O PERCEPTIVE ADVISORS LLC		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76596793	TDO	
Serial Number:	87689898	THE DIGITAL OFFICE	
Registration Number:	4340700	DIGITAL OFFICE FOR ENDODONTISTS	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard, Suite 400		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	72295-26		
NAME OF SUBMITTER:	Jeffrey Xu		
SIGNATURE:	/Jeffrey Xu/		
DATE SIGNED:	12/18/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2018 (“*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings, LP, as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as June 23, 2017 (the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;
- (b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;
- (c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and
- (d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made

and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

TDO SOFTWARE, INC.

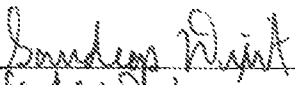
By: 
Name: Michael Watts
Title: Chief Financial Officer

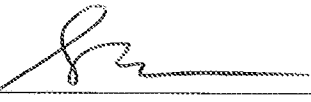
Address: TDO Software, Inc.
6235 Lusk Blvd.
San Diego, CA 92121
Attn: Bjarne Bergheim
Email: bbergheim@sonendo.com

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS, LP, as Collateral Agent

By: **PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC**, its general partner

By 
Name: Sandeep Dixit
Title: Chief Credit Officer

By 
Name: SAM CHAWLA
Title: PORTFOLIO MANAGER

Perceptive Credit Holdings, LP
c/o Perceptive Advisors LLC
51 Astor place, 10th floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com

TRADEMARKS

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
TDO	76596793	12/27/2005	TDO Software, Inc.
THE DIGITAL OFFICE	87689898	11/17/2017	TDO Software, Inc.
DIGITAL OFFICE FOR ENDODONTISTS	4340700	05/28/2013	TDO Software, Inc.