

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617460

<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>
OrthoFi, Inc.		12/30/2020	Corporation: COLORADO
OrthoBanc, LLC		12/30/2020	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative and Collateral Agent		
<b>Street Address:</b>	3003 TASMAN DRIVE, HF 150		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4693012	ORTHOFI	
<b>Registration Number:</b>	4717089	ORTHOFI	
<b>Registration Number:</b>	4693013	ORTHOFI STARTING MORE SMILES	
<b>Registration Number:</b>	4717090	ORTHOFI STARTING MORE SMILES	
<b>Registration Number:</b>	5080564	SMILE ADJUSTER	
<b>Registration Number:</b>	3939528	ORTHO BANC	
<b>Registration Number:</b>	3843981	ORTHOBANC	
<b>Registration Number:</b>	4100561	DENTALBANC	
<b>Registration Number:</b>	4100565	PAYMENTBANC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		

OP \$240.00 4693012

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1310421 TM
<b>NAME OF SUBMITTER:</b>	Alicia Vellante
<b>SIGNATURE:</b>	/Alicia Vellante/
<b>DATE SIGNED:</b>	12/30/2020
<b>Total Attachments: 7</b> source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page1.tif source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page2.tif source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page3.tif source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page4.tif source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page5.tif source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page6.tif source=OrthoFi - IP Security Agreement (Executed) (Revised Schedule)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of December 30, 2020 by and among **ORTHOFI, INC.**, a Colorado corporation (“*OrthoFi*”), **ORTHOBANC, LLC**, a Tennessee limited liability company (“*OrthoBanc*” and together with OrthoFi, the “*Borrowers*”, each a “*Grantor*”, and collectively the “*Grantors*”), and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

### RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to the Borrowers (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 30, 2020, by and among the Borrowers, **OF BUYER INC.**, a Delaware corporation (“*Parent Guarantor*”), the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), the Administrative Agent, SVB as issuing lender, swingline lender and joint lead arranger, and **SVB INNOVATION CREDIT FUND VII, L.P.** (“*WestRiver*”), as joint lead arranger (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to the Borrowers under the Credit Agreement, Parent Guarantor and the Grantors have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to the Borrowers, but only upon the condition, among others, that Parent Guarantor and the Grantors shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Obligations of Parent Guarantor and the Grantors under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Parent Guarantor and each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such 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 the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, each Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

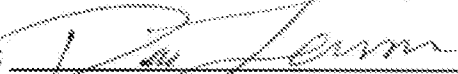
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[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:**

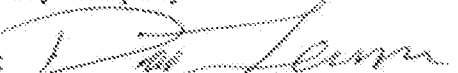
**ORTHOFL, INC.**, a Colorado corporation.

By: 

Name: David Tennan

Title: President & Chief Executive Officer

**ORTHOBANC, LLC**, a Tennessee limited liability company

By: 

Name: David Tennan

Title: President & Chief Executive Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

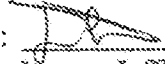
By:   
Name: Jeffrey Ralto  
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<u>Loan Party / Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
OrthoFi, Inc.	United States	4693012	02/24/2015	ORTHOFI
OrthoFi, Inc.	United States	4717089	04/07/2015	ORTHOFI
OrthoFi, Inc.	United States	4693013	02/24/2015	
OrthoFi, Inc.	United States	4717090	04/07/2015	
OrthoBanc, LLC	United States	5080564	11/15/2016	SMILE ADJUSTER
OrthoBanc, LLC	United States	3939528	04/05/2011	
OrthoBanc, LLC	United States	3843981	09/07/2010	ORTHOBANC
OrthoBanc, LLC	United States	4100561	02/21/2012	DENTALBANC
OrthoBanc, LLC	United States	4100565	02/21/2012	PAYMENTBANC