

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carefree Practice Resources LLC		12/04/2020	Limited Liability Company: NEVADA
Bluetree Dental LLC		12/04/2020	Limited Liability Company: NEVADA
Bluetree Practice Services of Nevada L.L.C.		12/04/2020	Limited Liability Company: NEVADA
Bluetree Practice Services of Oregon, LLC		12/04/2020	Limited Liability Company: OREGON
Save Dental Bountiful LLC		12/04/2020	Limited Liability Company: UTAH
Harmony Orthodontics, LLC		12/04/2020	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	Live Oak Bank
Street Address:	1741 Tiburon Drive
City:	Wilmington
State/Country:	NORTH CAROLINA
Postal Code:	28403
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5321822	BLUETREE DENTAL
Registration Number:	4583495	MY KID'S SMILE DENTISTRY & ORTHODONTICS

CORRESPONDENCE DATA

Fax Number: 9198216800

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.

Phone: 919-838-2034

Email: pkarmire@smithlaw.com

Correspondent Name: Perky L. Karmire /Smith Anderson Law

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

TRADEMARK

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER: Perky L. Karmire

SIGNATURE: /s/ Perky L. Karmire

DATE SIGNED: 01/13/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of December 4, 2020 by and between LIVE OAK BANKING COMPANY, a North Carolina banking corporation (“**Bank**”), and CAREFREE PRACTICE RESOURCES LLC, a Nevada limited liability company (“**Carefree**”), BLUETREE DENTAL LLC, a Nevada limited liability company (“**Bluetree**”), BLUE TREE PRACTICE SERVICES OF NEVADA L.L.C., a Nevada limited liability company (“**BPS Nevada**”), BLUETREE PRACTICE SERVICES OF OREGON, LLC., an Oregon limited liability company (“**BPS Oregon**”), SAVE DENTAL BOUNTIFUL LLC, a Utah limited liability company (“**BPS Utah**”), and HARMONY ORTHODONTICS, LLC, an Oregon limited liability company (“**Harmony**” and, together with Carefree, Bluetree, BPS Nevada, BPS Oregon, and BPS Utah, collectively, “**Grantors**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors dated as of the date hereof (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). Bank is willing to make the Loans to certain Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors’ 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, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantors grant and pledge to Bank a security interest in all of Grantors’ right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantors now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks;

(i) All domain names including without limitation those set forth on Exhibit D attached hereto; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantors obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

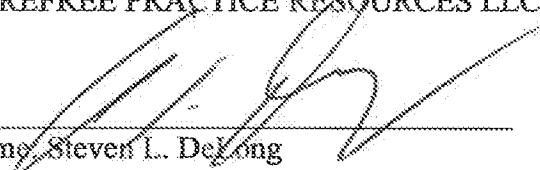
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE LOAN AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

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

GRANTORS:

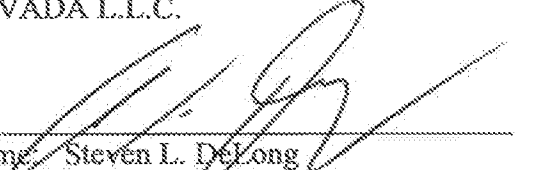
CAREFREE PRACTICE RESOURCES LLC

By: 
Name: Steven L. DeLong
Title: Chief Executive Officer


BLUETREE DENTAL LLC

By: _____
Name: Brent R. Corbridge, D.M.D., M.S.D.
Title: President

BLUETREE PRACTICES SERVICES OF
NEVADA L.L.C.

By: 
Name: Steven L. DeLong
Title: Chief Executive Officer

BLUETREE PRACTICE SERVICES OF
OREGON, LLC

By: 
Name: Steven L. DeLong
Title: Chief Executive Officer

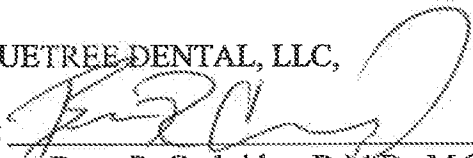
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

BORROWERS:

CAREFREE PRACTICE RESOURCES, LLC

By: _____
Name: Steven L. DeLong
Title: Chief Executive Officer

BLUETREE DENTAL, LLC,

By:  _____
Name: Brent R. Corbridge, D.M.D., M.S.D.
Title: President

GUARANTORS:

BLUETREE PRACTICE SERVICES OF NEVADA LLC,

By: _____
Name: Steven L. DeLong
Title: Chief Executive Officer

BLUETREE PRACTICE SERVICES OF OREGON LLC,

By: _____
Name: Steven L. DeLong
Title: Chief Executive Officer

SAVE DENTAL BOUNTIFUL LLC,

By: _____
Name: Steven L. DeLong
Title: Chief Executive Officer

SAVE DENTAL BOUNTIFUL LLC

By: 

Name: Steven L. DeLong

Title: Chief Executive Officer

HARMONY ORTHODONTICS, LLC

By: _____

Name: Tod M. Hardin, D.M.D.

Title: President

SAVE DENTAL BOUNTIFUL LLC

By: _____

Name: Steven L. DeLong

Title: Chief Executive Officer

HARMONY ORTHODONTICS LLC

By: _____

Name: Tod M. Hardin, D.M.D.

Title: President

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK

REEL: 007161 FRAME: 0428

BANK:

LIVE OAK BANKING COMPANY

By: Adrian Ingram
Name: Adrian Ingram
Title: VP-Closing

EXHIBIT A

Copyrights

Grantor

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT D

Domain Names¹

<u>Grantor</u>	<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>

¹ NTD: Client to provide.