

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707922

<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>
Total Health Dental Care Support, LLC		02/11/2022	Corporation: CALIFORNIA
Hokmabadi Dental Corporation		02/11/2022	Corporation: CALIFORNIA
THDC Alameda LLC		02/11/2022	Limited Liability Company: CALIFORNIA
THDC Contra Costa LLC		02/11/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Oak Banking Company		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87806218	DR. H & CO.	
<b>Serial Number:</b>	87981875	DR. H & CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>	9198382034		
<b>Email:</b>	pkarmire@smithlaw.com		
<b>Correspondent Name:</b>	Perky L Karmire / Smith Anderson Law		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Perky L. Karmire		
<b>SIGNATURE:</b>	/s/ Perky L Karmire		
<b>DATE SIGNED:</b>	02/11/2022		

CH \$65.00 87806218

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of February 11, 2022 by and between LIVE OAK BANKING COMPANY, a North Carolina banking corporation (“**Bank**”), TOTAL HEALTH DENTAL CARE SUPPORT, LLC, a California limited liability company (“**Total Health**” and each other Person that becomes a borrower under the Loan Agreement from time to time, each a “**Borrower**” and, collectively, “**Borrowers**”), HOKMABADI DENTAL CORPORATION, a California corporation, THDC ALAMEDA LLC, a California limited liability company, and THDC CONTRA COSTA LLC, a California limited liability company (together with Hokmabadi Dental Corporation, THDC Alameda LLC and each other Person that becomes a guarantor of all or a portion of the Obligations under the Loan Agreement from time to time, each a “**Guarantor**” and collectively, “**Guarantors**”; together with Borrower, individually and collectively, **Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (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 Grantor 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 servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor 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 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. Grantor authorizes 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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.

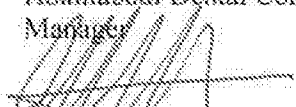
[Signature page follows.]

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.

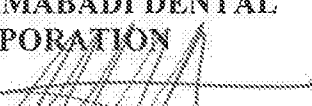
**GRANTOR:**

**TOTAL HEALTH DENTAL CARE  
SUPPORT, LLC**

By: Hokmabadi Dental Corporation  
Its: Manager


By:   
Name: Sepand Hokmabadi  
Title: President

**HOKMABADI DENTAL  
CORPORATION**

By:   
Name: Sepand Hokmabadi  
Title: President

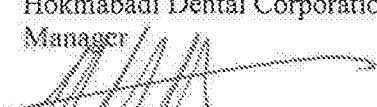
**THDC ALAMEDA LLC**

By: Hokmabadi Dental Corporation  
Its: Manager

By:   
Name: Sepand Hokmabadi  
Title: President

**THDC CONTRA COSTA LLC**

By: Hokmabadi Dental Corporation  
Its: Manager

By:   
Name: Sepand Hokmabadi  
Title: President

**BANK:**

**LIVE OAK BANKING COMPANY**


By:   
Name: Mike Montgomery  
Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Hokmabadi Dental Corporation	CEREC Restorations – Helpful Information	TX0008078868	5/23/2013
Hokmabadi Dental Corporation	Crowns and Bridges – Helpful Information	TX0008078871	5/23/2013
Hokmabadi Dental Corporation	Eliminate and Prevent Periodontal Disease While Improving Your Health	TX000807851	5/23/2013
Hokmabadi Dental Corporation	Eliminate Clenching and Grinding While Improving Your Total Health	TX0007991210	5/23/2013
Hokmabadi Dental Corporation	Extractions – Helpful Information	TX0008078872	5/23/2013
Hokmabadi Dental Corporation	Financial Coordinator – A Guide to Being the Best FC in the World	TX0007773667	7/12/2013
Hokmabadi Dental Corporation	Implants – Helpful Information	TX0008078880	5/23/2013
Hokmabadi Dental Corporation	Improve Your Body’s pH Balance to Improve Your Oral and Total Health	TX0008078849	5/23/2013
Hokmabadi Dental Corporation	Operating Manual for Whole Person Dentists	TX0007773663	7/12/2013
Hokmabadi Dental Corporation	Root Canals – Helpful Information	TX0008078883	5/23/2013
Hokmabadi Dental Corporation	Scaling and Root Planning – Helpful Information	TX0008078887	5/23/2013
Hokmabadi Dental Corporation	Stop Tooth Decay and Prevent Recurrence While Improving Your Total Health	TX000796541	5/23/2013
Hokmabadi Dental Corporation	Total Health Dental Care Adds a Nutritionist to Its Staff	TX0007991198	5/23/2013



Hokmabadi Dental Corporation	Total Health Dental Care Business Plan for Shareholders	TX0008078225	5/23/2013
Hokmabadi Dental Corporation	Total Health Dental Care Dental and Lifestyle Information	TX0008078205	5/23/2013
Hokmabadi Dental Corporation	Total Health Dental Care Herb Descriptions	TX0008078198	5/23/2013
Hokmabadi Dental Corporation	Total Health Dental Care Medical History Form	TX0008078208	5/23/2013
Hokmabadi Dental Corporation	The Total Health Dental Care Membership Program	TX0007969536	5/23/2013
Hokmabadi Dental Corporation	Total Health Dental Care Now Offering Chair Massage	TX0007991191	5/23/2013
Hokmabadi Dental Corporation	Total Health Dental Care Registration Form	TX0007969523	5/23/2013
Hokmabadi Dental Corporation	White Fillings – Helpful Information	TX0008078888	5/23/2013
Hokmabadi Dental Corporation	Zoom Whitening – Helpful Information	TX0008078891	5/23/2013

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application/ <u>Date</u>
Hokmabadi Dental Corporation	<b>Dr. H &amp; Co.</b>	87806218	2/21/2018
Hokmabadi Dental Corporation	<b>Dr. H &amp; Co.</b>	87981875	2/21/2018