

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719061

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-------------------------------------|
| BELVEDERE MARKETING GROUP LLC | | 04/04/2022 | Limited Liability Company: TEXAS |
| SMARTBOX, LLC | | 04/04/2022 | Limited Liability Company: INDIANA |
| ITRAC LLC | | 04/04/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent |
| Street Address: | 810 Seventh Avenue, 26th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 5474120 | APOINT |
| Registration Number: | 4395214 | ATTRACT THE PATIENTS YOU WANT |
| Registration Number: | 5340652 | HELPING DENTISTS THRIVE |
| Registration Number: | 5274443 | MORE PATIENTS MORE PROFITS MORE FREEDOM |
| Registration Number: | 5163313 | PATIENT ATTRACTION SYSTEM |
| Registration Number: | 5311393 | PATIENT ATTRACTION TURBO BOOSTER |
| Registration Number: | 5298580 | STATE OF WEB MARKETING |
| Registration Number: | 5311436 | WE HELP DENTISTS THRIVE |
| Registration Number: | 5457665 | LOCAL SEARCH FOR DENTISTS |
| Registration Number: | 5166162 | MORE AND BETTER PATIENTS |
| Registration Number: | 4959622 | CUT OUT THE INSURANCE MIDDLEMAN |
| Registration Number: | 4959610 | ILLUMISURE |

CORRESPONDENCE DATA

Fax Number: 6142243246

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-462-1093
Email: ipdocketcolumbus@icemiller.com
Correspondent Name: Ice Miller LLP
Address Line 1: One American Square, Suite 2900
Address Line 4: Indianapolis, INDIANA 46282

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Barbara Bacon |
| SIGNATURE: | /Barbara Bacon/ |
| DATE SIGNED: | 04/05/2022 |

Total Attachments: 7

source=Brightwood-iTrac - IP Security Agreement (executed)#page1.tif
source=Brightwood-iTrac - IP Security Agreement (executed)#page2.tif
source=Brightwood-iTrac - IP Security Agreement (executed)#page3.tif
source=Brightwood-iTrac - IP Security Agreement (executed)#page4.tif
source=Brightwood-iTrac - IP Security Agreement (executed)#page5.tif
source=Brightwood-iTrac - IP Security Agreement (executed)#page6.tif
source=Brightwood-iTrac - IP Security Agreement (executed)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **April 4, 2022** by the undersigned grantors (the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 4, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other “**Grantors**” party thereto from time to time, and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each of the Grantors has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and/or other applicable Governmental Authorities (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign copyrights (including “**Community**” designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective

marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**).

(d) All common law and statutory trade secrets and all other confidential or proprietary information and know-how regardless of whether the same has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the foregoing, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any of the foregoing and to enjoin or collect damages for the actual or threatened misappropriation of any of the foregoing; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trade Secrets”**).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and/or any other applicable government officer record this Agreement.

Section 3. 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 of 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.

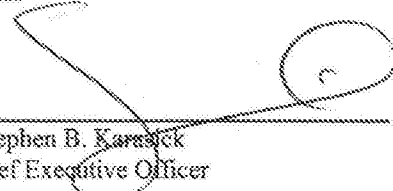
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

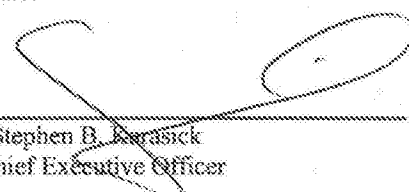
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BELVEDERE MARKETING GROUP LLC,
as a Grantor

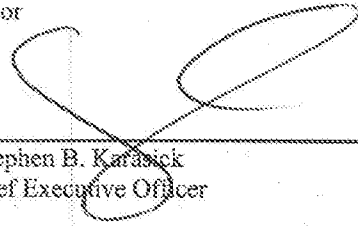
By: 
Name: Stephen B. Karasick
Title: Chief Executive Officer

SMARTBOX, LLC,
as a Grantor

By: 
Name: Stephen B. Karasick
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]


ITRAC LLC,
as a Grantor




By: _____
Name: Stephen B. Kafanick
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**BRIGHTWOOD LOAN SERVICES LLC, as Collateral
Agent**

By: 
Name: Sengal Selassie
Title: Authorized Person

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

| <u>Mark</u> | <u>Registered Owner/Applicant</u> | <u>Application/Registration Number</u> | <u>Filing Date</u> | <u>Country</u> | <u>International Class</u> |
|--|-----------------------------------|--|--|----------------|----------------------------|
| APOINT | Smartbox, LLC | RN: 5474120 SN: 87603475 | Filed: September 11, 2017 Registered: May 22, 2018 | USA | 35 |
| ATTRACT THE PATIENTS YOU WANT | Smartbox, LLC | RN: 4395214 SN: 85794814 | Filed: December 5, 2012 Registered: September 3, 2013 | USA | 35 |
| HELPING DENTISTS THRIVE | Smartbox, LLC | RN: 5340652 SN: 87438468 | Filed: May 5, 2017 Registered: November 21, 2017 | USA | 35 |
| MORE PATIENTS MORE PROFITS MORE FREEDOM | Smartbox, LLC | RN: 5274443 SN: 87139544 | Filed: August 16, 2016 Registered: August 29, 2017 | USA | 35 |
| PATIENT ATTRACTION SYSTEM | Smartbox, LLC | RN: 5163313 SN: 87139532 | Filed: August 16, 2016 Registered: March 14, 2017 | USA | 35 |
| PATIENT ATTRACTION TURBO BOOSTER | Smartbox, LLC | RN: 5311393 SN: 87413773 | Filed: April 17, 2017 Registered: October 17, 2017 | USA | 35, 42 |

| | | | | | |
|---------------------------------|-------------------------------|-----------------------------|---|-----|----|
| STATE OF WEB MARKETING | Smartbox, LLC | RN: 5298580 SN: 87423262 | Filed: April 24, 2017 Registered: September 26, 2017 | USA | 41 |
| WE HELP DENTISTS THRIVE | Smartbox, LLC | RN: 5311436 SN: 87438623 | Filed: May 5, 2017 Registered: October 17, 2017 | USA | 35 |
| LOCAL SEARCH FOR DENTISTS | Belvedere Marketing Group LLC | RN: 5457665 SN: 87573388 | Filed: August 17, 2017 Registered: May 1, 2018 | USA | 35 |
| MORE AND BETTER PATIENTS | Smartbox, LLC | RN: 5166162 SN: 87139558 | Filed: August 16, 2016 Registered: March 21, 2017 | USA | 35 |
| CUT OUT THE INSURANCE MIDDLEMAN | iTrac LLC | RN: 4959622 SN: 86743059 | Filed: August 31, 2015 Registered: May 17, 2016 | USA | 42 |
| ILLUMISURE | iTrac LLC | RN: 4959610 SN: 86742915 | Filed: August 31, 2015 Registered: May 17, 2016 | USA | 42 |

Licenses:

The tradename GRAIG PRESTI (Reg. No. 5442743) is licensed from Graig Presti to Belvedere Marketing Group LLC pursuant to that certain Membership Interest Purchase Agreement dated as of January 31, 2022 among Graig Presti, Belvedere Marketing Group LLC and iTrac Holdco LLC.