

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815598

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900766604

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Modis Dental Partners OPCO, LLC		04/18/2023	Limited Liability Company: DELAWARE
Pikos Institute OPCO, LLC		04/18/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	6783946	PINELLAS PERIODONTICS & IMPLANT DENTISTR
Registration Number:	6276106	PIKOS ONLINE CREATING SURGICAL EXCELLENC
Registration Number:	5402512	TRANSOSSEOUS ANCHOR SUTURE (TOAS)
Registration Number:	5268130	SAME DAY DENTAL IMPLANTS
Registration Number:	5094720	PIKOS INSTITUTE CREATING SURGICAL EXCELL
Registration Number:	4914866	IMPLANTPRENEUR
Registration Number:	4813984	ADAPTABLE GUIDED SURGERY
Registration Number:	4469599	PTCTG
Registration Number:	4434183	PEDICLE TUNNEL CONNECTIVE TISSUE GRAFT
Registration Number:	4416164	HYBRID IMPLANT SURGEON
Registration Number:	4309146	INTEGRATION OF SCIENCE AND ART
Registration Number:	4296664	SAME DAY TEETH
Registration Number:	3938080	PIKOS IMPLANT INSTITUTE CREATING SURGICA
Registration Number:	3170040	SYNERGY OF HARD AND SOFT TISSUE GRAFTING
Registration Number:	3109398	PARTNERS IN SYNERGY
Registration Number:	3505008	THINK OUTSIDE THE BONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2590721	CREATING SURGICAL EXCELLENCE
Serial Number:	97313392	DRILL RESPONSIBLY
Registration Number:	2894743	COASTAL JAW SURGERY EST. 1983

CORRESPONDENCE DATA

Fax Number:

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: 9198382022
Email: aforderhase@smithlaw.com
Correspondent Name: Anna Forderhase
Address Line 1: P.O. Box 2611
Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Anna Forderhase
SIGNATURE:	/s/ Anna Forderhase
DATE SIGNED:	06/07/2023

Total Attachments: 9
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page1.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page2.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page3.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page4.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page5.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page6.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page7.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page8.tif
source=Live Oak-USSIP - Intellectual Property Security Agreement - Executed#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of April 18, 2023 by and among MODIS DENTAL PARTNERS OPCO, LLC, a Delaware limited liability company (“**Modis OPCO**”) and PIKOS INSTITUTE OPCO, LLC, a Delaware limited liability company (“**Pikos**”; together with Modis OPCO and each other Person that becomes a borrower under the Loan Agreement (as defined below) from time to time, collectively, “**Borrowers**”); MODIS DENTAL PARTNERS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), MODIS DENTAL PARTNERS SUB HOLDINGS, LLC, a Delaware limited liability company (“**Sub-Holdings**”), MODIS PAYROLL, LLC, a Delaware limited liability company (“**Modis Payroll**”), and each other Person that provides a guarantee of all or a portion of the Obligations under the Loan Agreement (as defined below) from time to time (each such Person, a “**Guarantor**”, and, collectively, “**Guarantors**”; and Guarantors together with Borrowers, individually and collectively, “**Grantor**”); and LIVE OAK BANKING COMPANY, a North Carolina banking corporation, in its capacity as administrative agent, collateral agent, and payment agent (together with its successors and assigns in such capacity, “**Agent**”) for the Lenders (as defined below).

RECITALS

A. Reference is hereby made to that certain Loan and Security Agreement by and among Agent, Grantor, the lenders party thereto (collectively, the “**Lenders**”), and the other parties from time to time party thereto dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein but not defined herein are used as defined in the Loan Agreement).

B. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. The Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor grants to Agent, for the benefit of the Lenders, 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.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, 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 Agent, for the benefit of the Lenders, 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 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 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 Agent.

Grantor hereby authorizes Agent 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 Agent 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.

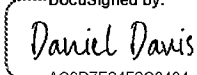
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 pages follow]


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:

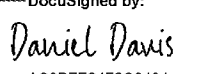
MODIS DENTAL PARTNERS OPCO, LLC

DocuSigned by:

By: _____
Name: Daniel F. Davis
Title: Vice Chairman

PIKOS INSTITUTE OPCO, LLC

DocuSigned by:

By: _____
Name: Daniel F. Davis
Title: Vice Chairman

MODIS DENTAL PARTNERS HOLDINGS, LLC

DocuSigned by:

By: _____
Name: Daniel F. Davis
Title: Vice Chairman

MODIS DENTAL PARTNERS SUB HOLDINGS, LLC

DocuSigned by:

By: _____
Name: Daniel F. Davis
Title: Vice Chairman

MODIS PAYROLL, LLC

DocuSigned by:

By: _____
Name: Daniel F. Davis
Title: Vice Chairman

AGENT:

LIVE OAK BANKING COMPANY

DocuSigned by:

By: _____

Mike Montgomery

Name: Mike Montgomery

Title: SVP – Healthcare Sponsor Finance

EXHIBIT A

Copyrights

Type of Work	Registration No.	Registration Date	Copyright	Date of Publication	Owner
Text	TX0006813359	2007-08-01	ADVANCED BONE GRAFTING	2007-02-01	Pikos Institute OPCO, LLC
Text	TX0006903857	2007-09-24	CONTEMPORARY SOFT TISSUE GRAFTING FOR IMPLANT RECONSTRUCTION.	2007-09-13	Pikos Institute OPCO, LLC
Text	TX0006813361	2007-08-01	"The CT Course" - Diagnosis and Treatment Planning With Interactive CT Software.	2007-05-03	Pikos Institute OPCO, LLC

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

No.	Registration No.	Registration Date	Mark	Owner
1	6783946	July 5, 2022	PINELLAS PERIODONTICS & IMPLANT DENTISTRY	PIKOS INSTITUTE OPCO, LLC
2	6276106	February 23, 2021	 The logo for 'Pikos Online' features the word 'Pikos' in a bold, serif font, followed by 'Online' in a smaller, sans-serif font. Below the text is a tagline: 'CREATING SURGICAL EXCELLENCE ONLINE'. The entire logo is set against a dark, textured background.	PIKOS INSTITUTE OPCO, LLC
3	5402512	February 13, 2018	TransOsseous Anchor Suture (TOAS)	PIKOS INSTITUTE OPCO, LLC
4	5268130	August 15, 2017	SAME DAY DENTAL IMPLANTS	PIKOS INSTITUTE OPCO, LLC
5	5094720	December 6, 2016	 The logo for 'Pikos Institute' features the word 'Pikos' in a bold, serif font, followed by 'Institute' in a smaller, sans-serif font. Below the text is a tagline: 'CREATING SURGICAL EXCELLENCE'. The entire logo is set against a dark, textured background.	PIKOS INSTITUTE OPCO, LLC
6	4914866	March 8, 2016	Implantpreneur	PIKOS INSTITUTE OPCO, LLC
7	4813984	September 15, 2015	ADAPTABLE GUIDED SURGERY	PIKOS INSTITUTE OPCO, LLC
8	4469599	January 21, 2014	PTCTG	PIKOS INSTITUTE OPCO, LLC
9	4434183	November 12, 2013	PEDICLE TUNNEL CONNECTIVE TISSUE GRAFT	PIKOS INSTITUTE OPCO, LLC
10	4416164	October 8, 2013	HYBRID IMPLANT SURGEON	PIKOS INSTITUTE OPCO, LLC

11	4309146	March 26, 2013	INTEGRATION OF SCIENCE AND ART	PIKOS INSTITUTE OPCO, LLC
12	4296664	February 26, 2013	SAME DAY TEETH	PIKOS INSTITUTE OPCO, LLC
13	3938080	March 29, 2011	 Pikos Implant Institute CREATING SURGICAL EXCELLENCE	PIKOS INSTITUTE OPCO, LLC
14	3170040	November 7, 2006	SYNERGY OF HARD AND SOFT TISSUE GRAFTING	PIKOS INSTITUTE OPCO, LLC
15	3109398	June 27, 2006	PARTNERS IN SYNERGY	PIKOS INSTITUTE OPCO, LLC
16	3505008	September 23, 2008	Think Outside the Bone	PIKOS INSTITUTE OPCO, LLC
17	2590721	July 9, 2002	CREATING SURGICAL EXCELLENCE	PIKOS INSTITUTE OPCO, LLC
18	2894743	October 19, 2004	 COASTAL JAW SURGERY EST. 1983	MODIS DENTAL PARTNERS OPCO, LLC
19	97313392 (serial number)	March 15, 2022 (filing date)	DRILL RESPONSIBLY	PIKOS INSTITUTE OPCO, LLC