

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COGENT DESIGN, INC.		08/30/2023	Corporation: GEORGIA
DOCTIBLE, INC.		08/30/2023	Corporation: DELAWARE
MAGIC TOUCH SOFTWARE INTERNATIONAL		08/30/2023	Corporation: CALIFORNIA
EASYRX, LLC		08/30/2023	Limited Liability Company: GEORGIA
INCEPTION ONLINE MARKETING, LLC		08/30/2023	Limited Liability Company: WISCONSIN
INTUISOFT TECHNOLOGIES LLC		08/30/2023	Limited Liability Company: IOWA
PRACTICETEK PURCHASER LLC		08/30/2023	Limited Liability Company: DELAWARE
INTEGRATED PRACTICE SOLUTIONS, INC.		08/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	7015317	DOCTIBLE	
Registration Number:	3974382	EASYRX	
Registration Number:	6339733	EASYRX ALIGNER TRACKING SYSTEM	
Registration Number:	4481679	CHIROSPRING	
Registration Number:	6578901	DLCPM ENTERPRISE	
Registration Number:	6359568	DLCPM ONLINE	
Registration Number:	6017167	INCEPTION ONLINE MARKETING	
Registration Number:	7085662	PRACTICETEK	

CH \$440.00 7015317

Property Type	Number	Word Mark
Registration Number:	7085664	INTAKEQ
Registration Number:	7085666	PRACTICEQ
Registration Number:	7085670	GAIDGE
Serial Number:	97382332	CHIROTOUCH
Serial Number:	97655546	REVOLUTIONEHR
Serial Number:	97655557	REVOLUTIONEHR
Serial Number:	97655754	CLINICSOURCE
Serial Number:	97662050	CLINICSOURCE
Registration Number:	3409834	CLINICSOURCE

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212.969.3314

Email: trademark@proskauer.com

Correspondent Name: Yee-Chung (David) Chen, Associate

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668.627
NAME OF SUBMITTER:	Yee-Chung (David) Chen
SIGNATURE:	/Yee-Chung (David) Chen/
DATE SIGNED:	08/30/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of August 30, 2023 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of ARES CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 30, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

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

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, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

- (a) The Copyrights referred to in Schedule 1 hereto;
- (b) The Patents referred to in Schedule 1 hereto;
- (c) The Trademarks referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law.

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and 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 shall govern, as applicable.

[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.

COGENT DESIGN, INC.
DOCTIBLE, INC.
MAGIC TOUCH SOFTWARE INTERNATIONAL
as Grantors

By: 
Name: William Roselli
Title: Chief Financial Officer

EASYRX, LLC
INCEPTION ONLINE MARKETING, LLC
INTUISOFT TECHNOLOGIES LLC
PRACTICETEK PURCHASER LLC
as Grantors

By: _____
Name: Michael Casas
Title: Vice President

INTEGRATED PRACTICE SOLUTIONS, INC.,
as a Grantor

By: _____
Name: George Ahn
Title: Chief Executive Officer

[Signature Page to IPSA]

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.

COGENT DESIGN, INC.
DOCTIBLE, INC.
MAGIC TOUCH SOFTWARE INTERNATIONAL
as Grantors

By: _____
Name: William Roselli
Title: Chief Financial Officer

EASYRX, LLC
INCEPTION ONLINE MARKETING, LLC
INTUISOFT TECHNOLOGIES LLC
PRACTICETEK PURCHASER LLC
as Grantors

By:  _____
Name: Michael Casas
Title: Vice President

INTEGRATED PRACTICE SOLUTIONS, INC.,
as a Grantor

By: _____
Name: George Ahn
Title: Chief Executive Officer

[Signature Page to IPSA]

TRADEMARK
REEL: 008182 FRAME: 0755

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.

**COGENT DESIGN, INC.
DOCTIBLE, INC.
MAGIC TOUCH SOFTWARE INTERNATIONAL**
as Grantors

By: _____
Name: William Roselli
Title: Chief Financial Officer

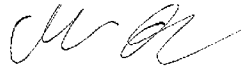
**EASYRX, LLC
INCEPTION ONLINE MARKETING, LLC
INTUISOFT TECHNOLOGIES LLC
PRACTICETEK PURCHASER LLC**
as Grantors

By: _____
Name: Michael Casas
Title: Vice President

INTEGRATED PRACTICE SOLUTIONS, INC.,
as a Grantor

By:  _____
Name: George Ahn
Title: Chief Executive Officer

ARES CAPITAL CORPORATION
as Collateral Agent

By: 
Name: **Mark Affolter**
Title: Authorized Signatory

[Signature Page to IPSA]

TRADEMARK
REEL: 008182 FRAME: 0757

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Copyright Registrations

Copyright	Reg. No./App. No.	Reg. Date/App. Date	Current Owner
EasyRx Software.	TXu001851007	01/24/2013	EasyRx, LLC
ChiroSpring.	TX0007888643	02/17/2014	INTUISOFT TECHNOLOGIES LLC
ClinicSource Physical Therapy Evaluation Template.	TX0007327995	6/15/2010	Integrated Practice Solutions, Inc. (previously Ingenium Business Solutions, Inc.)
Mental Health Initial Consultation.	TXu001983155	6/23/2015	Integrated Practice Solutions, Inc. (previously Ingenium Business Solutions, Inc.)
[No title on deposit]	TX0007135609	6/24/2008	Integrated Practice Solutions, Inc. (previously Ingenium Business Solutions, Inc.)
[No title on deposit]	TX0006813781	8/22/2007	Integrated Practice Solutions, Inc. (previously Ingenium Business Solutions, Inc.)
VDS.	TX0006485737	5/22/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
Virtual Office Suite.	TX0006485738	5/22/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
Virtual office suite patient documentation body diagrams : vol. 1.	VAu000720563	5/2/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
Virtual office suite patient education anatomical posters : vol. 1.	VAu000720564	5/2/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)

Exhibit B-6

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TRADEMARK
REEL: 008182 FRAME: 0758

Copyright	Reg. No./App. No.	Reg. Date/App. Date	Current Owner
Virtual office suite patient education exercise videos : vol. 1.	PAu003058173	5/2/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
Virtual office suite patient education exercise videos : vol. 2.	PAu003058120	5/2/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
Virtual office suite patient education exercise videos : vol. 3.	PAu003067486	5/2/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
Virtual office suite patient education gender-specific education videos : vol. 1.	PA0001310920	5/2/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)
VPEIM.	TX0006395714	5/22/2006	Integrated Practice Solutions, Inc. (previously Future Health, Inc.)

United States Trademark Registrations and Applications

Trademark	Status	File Date	Serial No.	Reg. No.	Registration Date	Owner
DOCTIBLE	Live	08/13/2021	90881081	7015317	4/4/2023	Doctible, Inc.
EASYRX	Live	10/21/2010	85158351	3974382	6/7/2011	EasyRx LLC
EASYRX ALIGNER TRACKING SYSTEM	Live	9/2/2020	90155056	6339733	5/4/2021	EasyRx LLC
CHIROSPRING	Live	2/22/2012	85549399	4481679	2/11/2014	INTUISOFT TECHNOLOGIES LLC (D/B/A ChiroSpring)
DLCPM Enterprise	Live	5/13/2020	88913379	6578901	12/7/2021	Magic Touch Software International
DLCPM Online	Live	5/13/2020	88913384	6359568	5/25/2021	Magic Touch Software International
INCEPTION ONLINE MARKETING and Design	Live	7/11/2019	88509866	6017167	3/24/2020	Inception Online Marketing, LLC (f/k/a

Exhibit B-7

						Inception Online Marketing, Inc.)
PRACTICETEK	Live	5/9/2022	97401029	7085662	6/20/2023	PracticeTek Purchaser LLC
INTAKEQ	Live	5/9/2022	97401044	7085664	6/20/2023	PracticeTek Purchaser LLC
PRACTICEQ	Live	5/9/2022	97401066	7085666	6/20/2023	PracticeTek Purchaser LLC
GAIDGE	Live	5/9/2022	97401090	7085670	6/20/2023	PracticeTek Purchaser LLC
CHIROTOUCH	Pending	4/26/2022	97382332			Integrated Practice Solutions, Inc.
REVOLUTIONEHR	Pending	10/31/2022	97655546			Integrated Practice Solutions, Inc.
REVOLUTIONEHR	Pending	10/31/2022	97655557			Integrated Practice Solutions, Inc.
CLINICSOURCE	Pending	10/31/2022	97655754			Integrated Practice Solutions, Inc.
CLINICSOURCE	Pending	11/3/2022	97662050			Integrated Practice Solutions, Inc.
ClinicSource	Live	10/23/2006	77027376	3409834	4/8/2008	Integrated Practice Solutions, Inc. (previously Ingenium Business Solutions, Inc.)

United States Patents and Patent Applications

Patents	Status	App. No.	File Date	Patent No.	Issue Date	Owner
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System and method for ordering and manufacturing customized orthodontic appliances and product	Live	15/072198	03/16/2016	10299891	05/28/2019	EasyRx, LLC
System and method for ordering and manufacturing customized orthodontic appliances and product	Live	15/856958	12/28/2017	10548691	02/04/2020	EasyRx, LLC
System and method for ordering and manufacturing customized dental appliances and the tracking of orthodontic products	Live	16/712362	12/12/2019	11284969	03/29/2022	EasyRx, LLC
System and Method for Removing Brackets from Customized Orthodontic Appliances and Products	Live	17/916407	03/29/2021	{20230142 509}	{5/11/2023 }	EasyRx LLC
Systems and methods for consolidated management and distribution of orthodontic care data, including an interactive three-dimensional tooth chart model	Live	13/875578	05/02/2013	9510918	12/06/2016	Cogent Design, Inc. dba Tops Software