

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULAB SYSTEMS, INC.		10/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6860275	ULAB	
Serial Number:	97671104	ULAB	
Serial Number:	97814724	ULAB	
Serial Number:	97671127	ULAB SYSTEMS	
Serial Number:	97814728	ULAB SYSTEMS	
Registration Number:	5968537	UDESIGN	
Serial Number:	97671037	U LAB SYSTEMS	
Serial Number:	97671050	U LAB SYSTEMS	
Serial Number:	97672408	ULAB UNIVERSITY	
Serial Number:	97671082	ULAB UNIVERSITY	
Serial Number:	97747633	USMILE	
Serial Number:	97747639	UVIEW	
Serial Number:	97747644	UASSIST	
Serial Number:	97747647	PLASTINOL	
Serial Number:	97747651	REVA	
Serial Number:	97814732	USMILEAI	
Serial Number:	97814733	UDESIGNAI	
Serial Number:	97814735	SMART OUTCOMES	
Serial Number:	97814736	SMART OFFICE	

CH \$490.00 6860275

CORRESPONDENCE DATA**Fax Number:** 4048853900*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:** 4048853868**Email:** rusty.close@troutman.com**Correspondent Name:** CHRISTOPHER CLOSE**Address Line 1:** TROUTMAN PEPPER LLP**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000**Address Line 4:** ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.003166
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	10/29/2023

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Agreement**”) is entered into as of October 12, 2023 by and among **SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank), “**Bank**”), **ULAB SYSTEMS, INC.**, a Delaware corporation (“**Inc. Grantor**”), and **ULAB SYSTEMS, LLC**, a Delaware limited liability company (“**LLC Grantor**”; together with the Inc. Grantor, individually and collectively, jointly and severally, “**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 dated as of September 22, 2020, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Borrower dated as of November 5, 2021 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Loan and Security Agreement by and between Bank and Borrower dated as of April 21, 2022 (the “**Second Amendment**”), and as further amended by that certain Third Amendment to Loan and Security Agreement dated as of July 11, 2023 by and between Bank and Borrower (the “**Third Amendment**”) (as the same may be further amended, modified, supplemented or restated from time to time, including, without limitation, by the Fourth Amendment (defined below) the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of that certain Consent and Fourth Amendment to the Loan and Security Agreement dated as of October 12, 2023 by and between Bank and Grantor (the “**Fourth Amendment**”), Grantor has agreed to amend the Loan Agreement and grant 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. Bank is willing to enter into the Fourth Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 or 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 and any patents and patent applications claiming the priority benefit of 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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use, in each case to the extent the grant of security interest is permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; 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.

Notwithstanding the foregoing, Intellectual Property Collateral does not include any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

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.

3. Authorization. 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Fourth Amendment and 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.

5. 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.

6. 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.

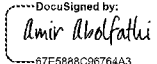
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

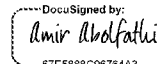
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ULAB SYSTEMS, INC.

By:  _____
Name: Amir Abolfathi
Title: CEO

ULAB SYSTEMS, LLC

By:  _____
Name: Amir Abolfathi
Title: CEO

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY (successor by purchase to the
Federal Deposit Insurance
Corporation as Receiver for Silicon Valley
Bridge Bank, N.A.
(as successor to Silicon Valley Bank))

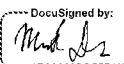
By:  _____
Name: Mark Davis
Title: Vice President

EXHIBIT A

Copyrights

None.

Exhibit A

EXHIBIT B

Patents

Title	Application No.	Patent No.
ORTHODONTIC APPLIANCE FORMING ASSEMBLY	29/796,922	D975,284
ORTHODONTIC APPLIANCE TRIMMING ASSEMBLY	29/796,969	D974,566
TOOTH MODELING SYSTEM	2016333767	2016333767
TOOTH MODELING SYSTEM	2016800488474	ZL 2016 8 00488474
TOOTH MODELING SYSTEM	16854087.0	602016055834.3
TOOTH MODELING SYSTEM	21161974.7	
TOOTH MODELING SYSTEM	16854087.0	3359079
TOOTH MODELING SYSTEM	16854087.0	3359079
TOOTH MODELING SYSTEM	18109926.0	
TOOTH MODELING SYSTEM	16854087.0	502021000050885
TOOTH MODELING SYSTEM	16854087.0	3359079
TOOTH MODELING SYSTEM	15/230,139	10,624,717
TOOTH MODELING SYSTEM	PCT/US2016/053796	
TOOTH MODELING SYSTEM	16/803,184	11,553,989
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	2019216692	2019216692
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	2016335832	2016335832
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	2019112247690	ZL 2019112247690
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	2016800496875	ZL 2016 8
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	16854088.8	602016038904.5
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	16854088.8	3359080
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	16854088.8	3359080
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	15/230,170	11,583,365
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	PCT/US2016/053798	
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	18/147,305	
THREE-DIMENSIONAL PRINTED DENTAL APPLIANCES USING LATTICES	15/230,193	10,335,250

Exhibit B

163625222v3 220763.003166

TRADEMARK
REEL: 008241 FRAME: 0702

Title	Application No.	Patent No.
THREE-DIMENSIONAL PRINTED DENTAL APPLIANCES USING LATTICES	16/410,368	10,881,486
THREE-DIMENSIONAL PRINTED DENTAL APPLIANCES USING LATTICES	17/130,384	11,638,628
THREE-DIMENSIONAL PRINTED DENTAL APPLIANCES USING SUPPORT STRUCTURES	15/230,216	10,631,953
THREE-DIMENSIONAL PRINTED DENTAL APPLIANCES USING SUPPORT STRUCTURES	16/799,046	11,771,524
THREE-DIMENSIONAL PRINTED DENTAL APPLIANCES USING SUPPORT STRUCTURES	18/449,465	⊗
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	2019107288239	ZL 2019107288239
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	2016800501303	ZL 2016 8 00501303
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	18110289.9	1250901B
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	15/230,251	10,357,336
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	PCT/US2016/053803	⊗
METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	16/423,840	11,051,913
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	17/337,157	⊗
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	18/464,887	⊗
DIGITAL DENTAL EXAMINATION AND DOCUMENTATION	15/710,469	10,357,342
DIGITAL DENTAL EXAMINATION AND DOCUMENTATION	16/435,028	10,588,723
DIGITAL DENTAL EXAMINATION AND DOCUMENTATION	16/783,055	10,925,698
DIGITAL DENTAL EXAMINATION AND DOCUMENTATION	17/176,835	11,707,180
DIGITAL DENTAL EXAMINATION AND DOCUMENTATION	18/326,693	
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH AIRWAY DEVELOPMENT THERAPY	2017332257	2017332257
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH AIRWAY DEVELOPMENT THERAPY	2017800583810	ZL 2017800583810

Exhibit B

Title	Application No.	Patent No.
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH AIRWAY DEVELOPMENT THERAPY	15/710,604	11,364,098
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH AIRWAY DEVELOPMENT THERAPY	PCT/US2017/052512	⌘
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH AIRWAY DEVELOPMENT THERAPY	17/662,819	⌘
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH TEMPOROMANDIBULAR JOINT THERAPY	15/710,666	10,952,821
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH TEMPOROMANDIBULAR JOINT THERAPY	17/162,748	⌘
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH COSMETIC RESTORATION	15/710,703	⌘
ORTHODONTIC PLANNING SYSTEMS	2017382624	2017382624
ORTHODONTIC PLANNING SYSTEMS	2017800784010	ZL 2017800784010
ORTHODONTIC PLANNING SYSTEMS	17882344.9	60 2017 050 770.9
ORTHODONTIC PLANNING SYSTEMS	21198587.4	3949894
ORTHODONTIC PLANNING SYSTEMS	17882344.9	3544542
ORTHODONTIC PLANNING SYSTEMS	21198587.4	3949894
ORTHODONTIC PLANNING SYSTEMS	17882344.9	3544542
ORTHODONTIC PLANNING SYSTEMS	19128363.9	40004866 B
ORTHODONTIC PLANNING SYSTEMS	2019-532706	7285777
ORTHODONTIC PLANNING SYSTEMS	17882344.9	3544542
ORTHODONTIC PLANNING SYSTEMS	21198587.4	3949894
ORTHODONTIC PLANNING SYSTEMS	15/386,280	10,548,690
ORTHODONTIC PLANNING SYSTEMS	PCT/US2017/057375	
ORTHODONTIC PLANNING SYSTEMS	16/735,983	
INDIRECT BONDING TRAY SYSTEM	2020264902	
INDIRECT BONDING TRAY SYSTEM	3132347	
INDIRECT BONDING TRAY SYSTEM	16/657,639	
INDIRECT BONDING TRAY SYSTEM	PCT/US2020/020628	
ATTACHMENTS FOR TOOTH MOVEMENTS	17/462,198	
ATTACHMENTS FOR TOOTH MOVEMENTS	PCT/US2020/030523	
BRACKET ATTACHMENT SYSTEM	17/228,406	
BRACKET ATTACHMENT SYSTEM	PCT/US2021/026882	
SMILE TREATMENT PLANNING SYSTEMS AND METHODS	17/404,894	⌘
COMPOSITE MATERIALS FOR ORTHODONTIC APPLICATIONS	17/651,382	⌘

Exhibit B

163625222v3 220763.003166

TRADEMARK
REEL: 008241 FRAME: 0704

Title	Application No.	Patent No.
DIRECT BONDING GUIDE SYSTEMS	17/664,777	
DIRECT BONDING GUIDE SYSTEMS	PCT/US2022/072528	
SYSTEM FOR FORCE MEASUREMENT UPON ORTHODONTIC APPLIANCES	17/658,183	⌘
SYSTEM FOR TREATMENT PLANNING ENVIRONMENTS	17/664,854	⌘
SYSTEM FOR TREATMENT PLANNING ENVIRONMENTS	PCT/US2022/072543	⌘
DATA MATCH CODING SYSTEM FOR ORTHODONTIC APPLIANCES	18/067,138	⌘
OPTIMIZED INDIRECT BONDING TRAY SYSTEM	18/150,091	⌘
ALIGNERS HAVING FORCE REGENERATION	18/322,028	
ALIGNERS HAVING FORCE REGENERATION	PCT/US2023/067338	
TREATMENT PROCESS OPTIMIZATION	18/462,676	
TOOTH MODELING SYSTEM	62/238,554	
SYSTEM AND METHODS FOR TOOTH MOVEMENT AS A FLOCK	62/238,560	⌘
3D PRINTED DENTAL APPLIANCE	62/238,532	
3D PRINTED DENTAL APPLIANCE	62/238,514	
SYSTEMS AND METHODS FOR FABRICATING DENTAL APPLIANCES OR SHELLS	62/238,539	⌘
DIGITAL ANALYSIS OF DENTAL FUNCTIONAL DEFICIENCIES	62/397,504	⌘
DIGITAL DOCUMENTATION AND DENTAL EXAMINATION	62/397,525	⌘
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH AIRWAY DEVELOPMENT DEVICES	62/397,749	
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH TEMPOROMANDIBULAR JOINT THERAPY	62/397,765	⌘
COMBINED ORTHODONTIC MOVEMENT OF TEETH WITH COSMETIC RESTORATION	62/397,783	⌘
INDIRECT BONDING TRAY SYSTEM	62/840,559	
ATTACHMENTS FOR TOOTH MOVEMENTS	62/840,571	
BRACKET ATTACHMENT SYSTEM	63/032,986	
SMILE TREATMENT PLANNING SYSTEMS AND METHODS	63/067,769	
COMPOSITE MATERIALS FOR ORTHODONTIC APPLICATIONS	63/151,452	⌘
DIRECT BONDING GUIDE SYSTEMS	63/234,805	

Exhibit B

163625222v3 220763.003166

TRADEMARK
REEL: 008241 FRAME: 0705

Title	Application No.	Patent No.
SYSTEM FOR FORCE MEASUREMENT UPON ORTHODONTIC APPLIANCES	63/214,187	
SYSTEM FOR TREATMENT PLANNING ENVIRONMENTS	63/235,317	
DATA MATCH CODING SYSTEM FOR ORTHODONTIC APPLIANCES	63/266,337	
OPTIMIZED INDIRECT BONDING TRAY SYSTEM	63/267,498	
ALIGNERS HAVING FORCE REGENERATION	63/365,317	
TREATMENT PROCESS OPTIMIZATION	63/382,326	

Exhibit B

EXHIBIT C

Trademarks

Mark	Application No.	Registration No.
ULAB (Standard Characters)	2338370	2338370
ULAB (Standard Characters)	37534882	37534882A
ULAB (Standard Characters)	1231553	
ULAB (Standard Characters)	90/308,057	6,860,275
ULAB (Standard Characters)	97/671,104	
ULAB (Standard Characters)	97/814,724	
ULAB (Stylized and/or Design)	37534883	37534883
ULAB SYSTEMS (Standard Characters)	2192271	2192271
ULAB SYSTEMS (Standard Characters)	37534884	37534884A
ULAB SYSTEMS (Standard Characters)	1183410	1183410
ULAB SYSTEMS (Standard Characters)	49898379A	49898379A
ULAB SYSTEMS (Standard Characters)	49898379	
ULAB SYSTEMS (Standard Characters)	97/671,127	
ULAB SYSTEMS (Standard Characters)	97/814,728	
UDESIGN (Standard Characters)	2192287	2192287
UDESIGN (Standard Characters)	37534885A	37534885A
UDESIGN (Standard Characters)	1183417	1183417
UDESIGN (Standard Characters)	88/159,345	5,968,537
USCAN (Standard Characters)		
UFORM (Standard Characters)		
UBRAND (Standard Characters)		
ULAB SYSTEMS (Stylized and/or Design)	97/671,037	
ULAB SYSTEMS (Stylized and/or Design)	97/671,050	
ULAB UNIVERSITY (Stylized and/or Design)	97/672,408	
ULAB UNIVERSITY (Standard Characters)	97/671,082	
USMILE (Standard Characters)	97/747,633	
UVIEW (Standard Characters)	97/747,639	
UASSIST (Standard Characters)	97/747,644	
PLASTINOL (Standard Characters)	97/747,647	
REVA (Standard Characters)	97/747,651	
USMILEAI (Standard Characters)	97/814,732	
UDESIGNAI (Standard Characters)	97/814,733	
SMART OUTCOMES (Standard Characters)	97/814,735	
SMART OFFICE (Standard Characters)	97/814,736	

Exhibit C

EXHIBIT D

Mask Works

None.

Exhibit D

163625222v3 220763.003166

RECORDED: 10/29/2023

**TRADEMARK
REEL: 008241 FRAME: 0708**