

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motor City Holdings, LLC		12/01/2023	Limited Liability Company: DELAWARE
Motor City Intermediary LLC		12/01/2023	Limited Liability Company: DELAWARE
Motor City Dental Partners, LLC		12/01/2023	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: 1			
Property Type	Number	Word Mark	
Serial Number:	97201842	D MOTOR CITY DENTAL PARTNERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	9198382231		
Email:	lcompton@smithlaw.com		
Correspondent Name:	Linnell V. Compton		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	016281.95		
NAME OF SUBMITTER:	Linnell V Compton		
SIGNATURE:	/lvc/		
DATE SIGNED:	12/05/2023		
Total Attachments: 10			

CH \$40.00 97201842

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of December 1, 2023 by and between LIVE OAK BANKING COMPANY, a North Carolina banking corporation (“**Bank**”), MOTOR CITY HOLDINGS, LLC a Delaware limited liability company (“**Holdings**”), MOTOR CITY INTERMEDIARY LLC, a Delaware limited liability company (“**Intermediary**”), and MOTOR CITY DENTAL PARTNERS, LLC, a Delaware limited liability company (the “**Company**” and, along with Holdings and Intermediary, individually and collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Company (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor, and the other Persons party thereto from time to time, dated as of December 15, 2021 (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 the Company, 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:

MOTOR CITY HOLDINGS, LLC

DocuSigned by:
By: *Aaron Havens, D.M.D., M.S.*
Name: Aaron Havens, DMD, MS
Title: Co-Chief Executive Officer

MOTOR CITY INTERMEDIARY LLC

DocuSigned by:
By: *Aaron Havens, D.M.D., M.S.*
Name: Aaron Havens, DMD, MS
Title: Co-Chief Executive Officer

MOTOR CITY DENTAL PARTNERS, LLC

DocuSigned by:
By: *Aaron Havens, D.M.D., M.S.*
Name: Aaron Havens, DMD, MS
Title: Co-Chief Executive Officer

BANK:

LIVE OAK BANKING COMPANY

DocuSigned by:

By: Mike Montgomery
Name: Mike Montgomery
Title: SVP, Senior Loan Officer

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT B

Patents

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT C

Trademarks

Serial No.	Filing Date	Mark	Grantor
97201842	01/04/2022		Motor City Holdings, LLC (f/k/a Motor City Management, LLC)

Certificate Of Completion

Envelope Id: F7D52C3C0B764223B79C2AA914A5E5D5

Status: Completed

Subject: Complete with DocuSign: Live Oak_Motor City - Fourth Amendment - Signature Pages (Bank) (Execut...

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 0

Linnell Compton

AutoNav: Enabled

PO Box 2611

Enveloped Stamping: Enabled

Raleigh, NC 27602

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

lcompton@smithlaw.com

IP Address: 68.89.68.136

Record Tracking

Status: Original

Holder: Linnell Compton

Location: DocuSign

11/29/2023 10:53:53 AM

lcompton@smithlaw.com

Signer Events

Mike Montgomery

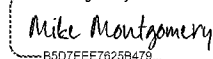
mike.montgomery@liveoak.bank

Mike Montgomery

Live Oak Bank

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



B5D7EEEE76259479...

Signature Adoption: Pre-selected Style

Using IP Address: 208.127.94.221

Timestamp

Sent: 11/29/2023 10:57:06 AM

Viewed: 11/29/2023 11:02:32 AM

Signed: 11/29/2023 11:02:37 AM

Electronic Record and Signature Disclosure:

Accepted: 11/29/2023 11:02:32 AM

ID: 7345a45d-6030-4213-ac43-c71e222f16b7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/29/2023 10:57:06 AM

Certified Delivered

Security Checked

11/29/2023 11:02:32 AM

Signing Complete

Security Checked

11/29/2023 11:02:37 AM

Completed

Security Checked

11/29/2023 11:02:37 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Certificate Of Completion

Envelope Id: 215DD09743254B77AAF08ABE5CE2BCF	Status: Completed
Subject: Signing Package for Motor City Dental - Wesley Orthodontics	
Source Envelope:	
Document Pages: 4	Signatures: 7
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jacob Bolton
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	524 Grand Regency Blvd
	Brandon, FL 33510
	Jacob.Bolton@hklaw.com
	IP Address: 18.210.144.40

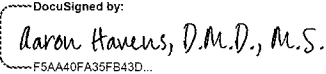
Record Tracking

Status: Original	Holder: Jacob Bolton	Location: DocuSign
12/1/2023 2:56:31 PM	Jacob.Bolton@hklaw.com	

Signer Events

Aaron Havens, D.M.D., M.S.
 ahavens@mcidentalpartners.com
 CEO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

F5AA40FA35FB43D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 128.136.73.68

Timestamp

Sent: 12/1/2023 2:57:02 PM
 Viewed: 12/1/2023 2:58:30 PM
 Signed: 12/1/2023 2:58:47 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/1/2023 2:58:30 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2023 2:57:02 PM
Certified Delivered	Security Checked	12/1/2023 2:58:30 PM
Signing Complete	Security Checked	12/1/2023 2:58:47 PM
Completed	Security Checked	12/1/2023 2:58:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		