

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OrthAlign, Inc.		11/10/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Research Corporation Technologies, Inc.		
<b>Street Address:</b>	5210 East Williams Circle, Suite 240		
<b>City:</b>	Tucson		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85711-4410		
<b>Entity Type:</b>	Nonprofit Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3848317	ORTHALIGN	
<b>Registration Number:</b>	3848346	KNEEALIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)509-4010		
<b>Phone:</b>	858-509-4071		
<b>Email:</b>	sdipdocket@pillsburylaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Michelle L. Mehok		
<b>Address Line 1:</b>	12255 El Camino Real, Suite 300		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>ATTORNEY DOCKET NUMBER:</b>	035584.0000001		
<b>NAME OF SUBMITTER:</b>	Michelle L. Mehok		
<b>Signature:</b>	/michelle mehok/		

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**TRADEMARK**  
 REEL: 004660 FRAME: 0289

Date:

11/11/2011

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of November 10, 2011, is made by OrthAlign, Inc., a Delaware corporation (the “**Company**”) in favor of Research Corporation Technologies, Inc. as the Collateral Agent on behalf of the Secured Parties.

WHEREAS, the Company has entered into that certain Note Purchase Agreement, dated as of the date hereof as the same may be amended from time to time pursuant to the terms thereof (the “**Note Purchase Agreement**”). In order to induce each Investor to extend the credit evidenced by the Notes, the Company has agreed to enter into a Security Agreement dated as of the date hereof (the “**Security Agreement**”) and to grant the Collateral Agent on behalf of the Secured Parties the security interest in the Collateral described therein. Terms not defined herein have the meanings assigned to them in the Security Agreement, or if not therein, the Note Purchase Agreement.

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Company’s right, title and interest in and to the following, whether now owned or owned as of the date hereof (collectively, the “Collateral”):

(i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing and any amendments thereto, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Company under this IP Security Agreement secures the payment of the Obligations.

SECTION 3. Recordation. The Company authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent for the benefit of the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CHOICE OF LAWS OR CONFLICT OF LAWS PROVISIONS THEREOF.

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IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORTHALIGN, INC.

By:   
Name: William E. Maya  
Title: Chief Executive Officer

**Schedule A  
Patents**

APPLICATION OR REGISTRATION NUMBER
10/864,085 (Will Issue 11-15-2011 as Patent No. 8,057,482)
12/369,688
12/369,683
12/369,693
11/182,528 (Now Patent No. 7,559,931)
12/502,182 (Will Issue 11-15-2011 as Patent No. 8,057,479)
11/454,135
12/557,051
12/625,445
12/509,388
12/509,410
12/509,381
12/509,414
12/626,162
13/011,815
13/115,065

**Schedule B  
Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>
ORTHALIGN	U.S.	3,848,317
KNEEALIGN	U.S.	3,848,346