

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Orametrix, Inc.	07/19/2013

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 61

Property Type	Number
Patent Number:	8469705
Patent Number:	8465280
Patent Number:	8417366
Patent Number:	8266940
Patent Number:	8192197
Patent Number:	8177551
Patent Number:	8152523
Patent Number:	8142187
Patent Number:	8118593
Patent Number:	8113829
Patent Number:	8082769
Patent Number:	8047847
Patent Number:	8047034
Patent Number:	8029277
Patent Number:	7837467

OP \$2440.00 8469705

Patent Number:	7744369
Patent Number:	7740476
Patent Number:	7717708
Patent Number:	7695278
Patent Number:	7641473
Patent Number:	7585172
Patent Number:	7530811
Patent Number:	7471821
Patent Number:	7458812
Patent Number:	7442041
Patent Number:	7361018
Patent Number:	7361017
Patent Number:	7296996
Patent Number:	7283891
Patent Number:	7234937
Patent Number:	7172417
Patent Number:	7160110
Patent Number:	7156655
Patent Number:	7076980
Patent Number:	7004754
Patent Number:	6971873
Patent Number:	6860132
Patent Number:	6851949
Patent Number:	6755064
Patent Number:	6736638
Patent Number:	6732558
Patent Number:	6648640
Patent Number:	6632089
Patent Number:	6612143
Patent Number:	6540512
Patent Number:	6471512
Patent Number:	6464496
Patent Number:	6431870
Patent Number:	6350120
Patent Number:	6315553

	6250918
Application Number:	12384538
Application Number:	12713169
Application Number:	12772133
Application Number:	12772208
Application Number:	13107913
Application Number:	12387542
Application Number:	61748069
Application Number:	61748076
Application Number:	13887323
Application Number:	13922330

CORRESPONDENCE DATA

Fax Number: 7036106200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-610-6100
Email: boxip@hoganlovells.com
Correspondent Name: Valerie Brennan, Hogan Lovells US LLP
Address Line 1: 7930 Jones Branch Drive, 9th Floor
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	88650.191
NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/
Date:	07/25/2013

Total Attachments: 12
source=GECC Orametrix IP Security Agreement (executed)#page1.tif
source=GECC Orametrix IP Security Agreement (executed)#page2.tif
source=GECC Orametrix IP Security Agreement (executed)#page3.tif
source=GECC Orametrix IP Security Agreement (executed)#page4.tif
source=GECC Orametrix IP Security Agreement (executed)#page5.tif
source=GECC Orametrix IP Security Agreement (executed)#page6.tif
source=GECC Orametrix IP Security Agreement (executed)#page7.tif
source=GECC Orametrix IP Security Agreement (executed)#page8.tif
source=GECC Orametrix IP Security Agreement (executed)#page9.tif
source=GECC Orametrix IP Security Agreement (executed)#page10.tif
source=GECC Orametrix IP Security Agreement (executed)#page11.tif
source=GECC Orametrix IP Security Agreement (executed)#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 19, 2013, is made by ORAMETRIX, INC, a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of May 6, 2013 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain First Amendment to Loan and Security Agreement of even date herewith among Grantor and Agent (the “**Amendment**”), and in consideration of the consents and amendments provided to Grantor thereunder, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Amendment and to induce the Lenders to continue to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

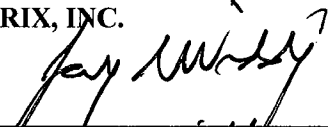
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ORAMETRIX, INC.

By: 
Name: Jay R. Widdig
Title: CFO + Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

Acknowledgment of Grantor

STATE OF Texas)
COUNTY OF Dallas) ss

On this _____ day of July, 2013 before me personally appeared Jay R. Widdip, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of OraMetrix, Inc who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristi Jordan
Notary Public



In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ORAMETRIX, INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

Jacqueline Kim Blechman

Duly Authorized Signatory

**Schedule 1
to
Intellectual Property Security Agreement**

Copyright © OraMetrix

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

OraMetrix / IP Security Agreement
DC – 88650.0191 - 4726266

PATENT
REEL: 030873 FRAME: 0079

Schedule 2
to
Intellectual Property Security Agreement

<p>OraMetrix[®] (Registered in US, CANADA, AUSTRALIA; Applied for in ISRAEL) US Reg. No. 2,724,645; Registered June 10, 2003</p>
<p>SureSmile[®] (Registered in US, CANADA, AUSTRALIA, EUROPE, JAPAN, MEXICO; Applied for in ISRAEL) US Reg. No. 2,724,644; Registered June 10, 2003</p>
<p>Sure White[®] (two words) (Registered in US) US Reg. No. 2,825,799; Registered March 23, 2004</p>
<p>SureWhite[®] (one word) (Registered in US, CANADA, AUSTRALIA, EUROPE, JAPAN) US Reg. No. 2,995,918; Registered September 13, 2005</p>
<p>OraScanner[®] (Registered in US, CANADA, AUSTRALIA) US Reg. No. 2,920,655; Registered January 25, 2005</p>

Schedule 3
to
Intellectual Property Security Agreement

US Patent No.			
4,656,860	6,738,508	7,215,810	7,744,369
5,424,836	6,744,914	7,234,937	7,751,871
6,214,285	6,744,932	7,252,509	7,837,467
6,250,918	6,755,064	7,283,891	8,021,147
6,315,553	6,771,809	7,296,996	8,029,277
6,318,995	6,851,949	7,305,110	8,047,034
6,350,120	6,854,973	7,305,121	8,047,847
6,359,680	6,860,132	7,361,017	8,082,769
6,413,084	6,905,337	7,361,018	8,113,829
6,431,870	6,918,761	7,379,584	8,118,593
6,464,496	6,971,873	7,422,430	8,121,718
6,471,512	7,003,472	7,442,041	8,142,187
6,495,848	7,004,754	7,458,812	8,152,523
6,512,994	7,013,191	7,461,005	8,177,551
6,532,299	7,027,642	7,471,821	8,192,197
6,540,512	7,029,275	7,530,811	8,266,940
6,554,613	7,058,213	7,585,172	8,417,366
6,587,828	7,068,825	7,590,462	8,465,280
6,612,143	7,068,836	7,609,875	8,469,705
6,632,089	7,076,980	7,641,473	
6,648,640	7,080,979	7,695,278	
6,688,885	7,156,655	7,697,721	
6,728,423	7,160,110	7,699,606	
6,732,558	7,172,417	7,717,708	
6,736,638	7,197,179	7,740,476	

Schedule 4
to
Intellectual Property Security Agreement

US Pat. Apps. No.
09/254,078
10/429,074
11/010,776
11/823,563
12/052,420
12/384,538
12/713,169
12/772,133
12/772,208
13/097,038
13/107,913
12/387,542
61/748069
61/748076
13/887,323
13/922,330

**Schedule 5
to
Intellectual Property Security Agreement**

No PCT Patent Application pending.

SCHEDULE 5
INTELLECTUAL PROPERTY SECURITY AGREEMENT

OraMetrix / IP Security Agreement
DC - 88650.0191 - 4726266

PATENT
REEL: 030873 FRAME: 0083

Schedule 6
to
Intellectual Property Security Agreement

Japan Patent No.
JP 3,771,498
JP4,206,213
JP 4,384,026
JP 4,989,848

Europe Patent No.
EP 1500034
EP 1301140

Japan Pat. Apps. No.
2004-364269
2004-364282
2007-261981
2011-516903

Europe Pat. Apps. No.
1925005.9
1925004.2
10004337.1
4750516.9
9014161.5
1928490.0
10772423.9

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

OraMetrix / IP Security Agreement
DC - 88650.0191 - 4726266

RECORDED: 07/25/2013

PATENT
REEL: 030873 FRAME: 0084