

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2866678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ORAMETRIX, INC.	05/21/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AND COLLATERAL AGENT	
<b>Street Address:</b>	2 BETHESDA METRO CENTER, SUITE 600	
<b>City:</b>	BETHESDA	
<b>State/Country:</b>	MARYLAND	
<b>Postal Code:</b>	20814	
<b>PROPERTY NUMBERS Total: 13</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	09254078	
Application Number:	10429074	
Application Number:	11010776	
Application Number:	12052420	
Application Number:	13097038	
Application Number:	13621848	
Application Number:	13887323	
Application Number:	13922330	
Application Number:	14092692	
Application Number:	14134021	
Application Number:	14144726	
Application Number:	14145996	
Application Number:	61984049	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)610-6200	
<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>		
<b>Phone:</b>	703-610-6100	
<b>Email:</b>	boxip@hoganlovells.com	
<b>Correspondent Name:</b>	VALERIE BRENNAN, HOGAN LOVELLS US LLP	
<b>Address Line 1:</b>	7930 JONES BRANCH DRIVE, 9TH FLOOR	
		<b>PATENT</b>

<b>Address Line 2:</b>	BOX INTELLECTUAL PROPERTY
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	VALERIE BRENNAN
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<b>SIGNATURE:</b>	/vb/
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<b>DATE SIGNED:</b>	05/22/2014
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**Total Attachments: 6**

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**SECOND AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this “**Second Amendment**”) is made as of May 21, 2014, by and among ORAMETRIX, INC, a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as administrative and collateral agent (in such capacity, together with its successors and assigns, 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, reference is made to that certain Loan and Security Agreement, dated as of May 6, 2013 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of July 19, 2013 and that certain Second Amendment to Loan and Security Agreement, dated as of the date hereof, and as further amended, restated supplemented or otherwise modified from time to time, the “**Loan Agreement**”) by and among the Grantor, the guarantors from time to time party thereto, the Agent, and the financial institutions from time to time party thereto as lenders (the “**Lenders**”);

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of July 19, 2013 (as amended by that certain First Amendment to Intellectual Property Security Agreement, dated as of February 14, 2014 and as further amended, restated supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), by and among the Grantor and the Agent, pursuant to which, among other things, the Grantor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in and to the Intellectual Property Collateral (as defined therein);

WHEREAS, the Grantor has advised the Agent that the Grantor has acquired additional Intellectual Property Collateral; and

WHEREAS, the Grantor and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meaning provided for in the IP Security Agreement.
2. Amendments to IP Security Agreement. The provisions of the IP Security Agreement are hereby amended by replacing Schedule 4 thereto in its entirety with Schedule 4 annexed hereto, and the Intellectual Property Collateral described in Section 2(f) of the IP Security Agreement shall be deemed to include, from and after the date hereof, all United States patent applications and rights under any written agreement granting any right to use such patent applications described on such Schedule 4.

3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Agent (for the ratable benefit of the Lenders) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Agent (for the ratable benefit of the Lenders) a lien on and security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral, together with all of such Grantor's assets of the type described in Section 2 of the IP Security Agreement relating to the Intellectual Property Collateral, as well as all products, proceeds, substitutions, and accessions of or to the foregoing.
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, the Grantor hereby acknowledges, confirms and agrees that (i) all Intellectual Property Collateral shall continue to secure the Obligations, (ii) this Second Amendment shall be a "Loan Document" under the Loan Agreement, and (iii) the IP Security Agreement, the Loan Agreement and each other Loan Document shall remain in full force and effect following any action contemplated in connection herewith.
5. Miscellaneous.
  - (a) The IP Security Agreement, as amended by this Second Amendment, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
  - (b) In case any provision of or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
  - (c) The Grantor hereby agrees that at any time and from time to time, at the expense of the Grantor, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Agent or Lenders may reasonably request, in connection with this Second Amendment, or to enable them to exercise and enforce their rights and remedies under this Second Amendment, the IP Security Agreement and the other Loan Documents.
  - (d) THIS SECOND AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

- (e) This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Second Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Second Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

ORAMETRIX, INC.

By: 

Name: Jay R. Widdig

Title: CEO

[Signatures Continue on Following Page]

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**AGENT AND LENDER:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent and Lender

By: 

Name: Jacqueline Bléchinger

Title: Duly Authorized Signatory

[End of Signature Pages]

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**Schedule 4  
to  
Intellectual Property Security Agreement**

<b>US Pat. Apps. No.</b>
09/254,078
10/429,074
11/010,776
12/052,420
12/384,538
12/713,169
12/772,133
12/772,208
13/097,038
13/107,913
13/621,848
13/887,323
13/922,330
14/092,692
14/134,021
14/144,726
14/145,996
61/984,049

OraMetrix Second Amendment to IP Security Agreement  
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