

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4528459

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ORTHOACCEL TECHNOLOGIES, INC. | 02/28/2017 |
| RECEIVING PARTY DATA | |
| Name: | PACIFIC WESTERN BANK |
| Street Address: | 406 BLACKWELL STREET |
| Internal Address: | SUITE 240 |
| City: | DURHAM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27701 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 9662184 |
| Application Number: | 14422252 |
| CORRESPONDENCE DATA | |
| Fax Number: | (919)354-1278 |
| <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: | 9193143114 |
| Email: | diligencereview@square1bank.com |
| Correspondent Name: | PACIFIC WESTERN BANK |
| Address Line 1: | 406 BLACKWELL STREET |
| Address Line 2: | SUITE 240 |
| Address Line 4: | DURHAM, NORTH CAROLINA 27701 |
| NAME OF SUBMITTER: | NICHOLAS NANCE |
| SIGNATURE: | /NICHOLASNANCE-JLT/ |
| DATE SIGNED: | 07/31/2017 |
| Total Attachments: 8 | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 28, 2017 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **ORTHOACCEL TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 12, 2016 (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Address of Grantor:

6575 West Loop South, Suite 200
Bellaire, TX 77401
Attn: Kelly Enos

ORTHOACCEL TECHNOLOGIES, INC.

By: Kelly Enos

Name: KELLY ENOS

Title: CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: Nancy Howard

Name: Nancy Howard

Title: Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B**PATENTS**

| Status | Title and Description | Date Application | Date of Issue | Application No. | Issued Patent No. | Country |
|---------------|---|-------------------------|----------------------|------------------------|--------------------------|----------------|
| GRANTED | Device and method for treatment of malocclusion utilizing cyclical forces | 9/21/2001 | 11/18/2003 | 09/957,770 | US6648639 | USA |
| GRANTED | Method of realigning teeth utilizing cyclical forces | 11/14/2003 | 12/21/2004 | 10/714,319 | US6832912 | USA |
| GRANTED | Use of cyclic forces to expedite remodeling of craniofacial bones | 11/14/2003 | 4/18/2006 | 10/714,834 | US7029276 | USA |
| PENDING | Systems, methods, and adjunctive procedures for correcting malocclusion | 5/7/2007 | | 11/773,849 | US20080227046 | USA |
| GRANTED | Differential Vibration of Dental Plate | 6/22/2009 | 1/28/2014 | 13/000,557 | US8636506 | USA |
| GRANTED | Improved Vibrating Dental Devices | 9/11/2009 | 5/12/2015 | 12/615,049 | US9028250 | USA |
| GRANTED | Vibrating Dental Plate and Accessories | 10/2/2010 | 4/29/2014 | 13/057,964 | US8708701 | USA |
| PENDING | Vibrating Orthodontic Remodelling Device | 11/9/2012 | 1/1/1904 | 13/609,346 | US20120322018 | USA |
| GRANTED | Vibrating Orthodontic Remodelling Device | 11/22/2012 | 8/6/2013 | 13/684,220 | US8500446 | USA |
| PENDING | Tooth Positioner and Vibrator Combination | 3/25/2013 | | 13/850,151 | US20130252193 | USA |
| GRANTED | Intra-oral mouth vibrator | 7/4/2013 | 10/7/2014 | 13/935,500 | US8851887 | USA |
| PENDING | Electro- | 7/16/2013 | | 13/943,651 | US20140023983 | USA |

| Status | Title and Description | Date Application | Date of Issue | Application No. | Issued Patent No. | Country |
|---------|---|------------------|---------------|-----------------|---------------------------|---------|
| | Orthodontic Device | | | | | |
| GRANTED | Pearlescent White Aligners | 7/25/2013 | 3/24/2015 | 13/951,242 | US8986003 | USA |
| PENDING | Light Cure Bite Plate for Orthodontic Remodeling Devices | 8/14/2013 | | 13/967,043 | US20140080082 | USA |
| GRANTED | Vibrating Orthodontic Remodelling Device and Method Thereof | 8/22/2013 | 1/27/2015 | 13/973,865 | US8939762 | USA |
| PENDING | Shapable Bite Plates | 9/19/2013 | | 14/031,832 | US20140186789 | USA |
| PENDING | Laser Orthodontic Devices | 12/4/2013 | | 14/390,895 | US20150164618 | USA |
| PENDING | Fluoride Releasing Bite Plate | 2/18/2014 | | 14/182,988 | US20140242535 | USA |
| PENDING | Massaging or Brushing Bite Plates | 5/30/2014 | | 14/292,354 | US20140272761 | USA |
| PENDING | Dual Head Connector | 8/25/2014 | | 14/468,100 | US20150125801 | USA |
| PENDING | Diagnostic Mouthpieces | 11/7/2014 | | 14/329,268 | US20140322661 | USA |
| PENDING | Software to Control Vibration | 11/19/2014 | | 14/548,072 | US20150079533 | USA |
| PENDING | Class II/III Corrector Accommodating Bite Plate | 12/5/2014 | | 14/275,588 | US20140342300 | USA |
| PENDING | Intra-oral Vibrating Orthodontic Device | 2/2/2015 | | 14/612,081 | US2015173856 | USA |
| GRANTED | Vibrating Dental Devices | 2/2/2015 | 6/21/2016 | 14/612,121 | US 9370405 | USA |
| GRANTED | Vibrating Dental Devices | 2/2/2015 | 6/21/2016 | 14/612,127 | US9370406 | USA |
| PENDING | Compact Vibrating Orthodontic Remodeling Device | 2/3/2015 | | 14/612,630 | NON-publication requested | USA |

| Status | Title and Description | Date Application | Date of Issue | Application No. | Issued Patent No. | Country |
|---------|--|------------------|---------------|-----------------|---------------------------|---------|
| PENDING | Paired Bite Plate and Activator | 2/3/2015 | | 14/613,215 | NON-publication requested | USA |
| PENDING | 3D Modeling System | 3/18/2015 | | 14/661,002 | NON-publication requested | USA |
| PENDING | Improved Orthodontic Accelerator | 1/13/2016 | | 14/995,060 | NON-publication requested | USA |
| PENDING | Pulsatile Orthodontic Device and Method | 2/19/2016 | | 15/019,865 | US20160184054 | USA |
| PENDING | Orthodontic Implant Integration Accelerated with Vibration | 4/19/2016 | | 15/241,080 | N/A | USA |
| PENDING | Temperature Controlled Bite Plate | 4/20/2016 | | 15/134,061 | NON-publication requested | USA |
| PENDING | Night Time Orthodontics | 7/20/2016 | | 15/215,356 | NON-publication requested | USA |
| PENDING | Vibrating Aligner Crown | 7/26/2016 | | 15/219,988 | NON-publication requested | USA |
| PENDING | Vibrating Orthodontic Strip | 9/16/2013 | | 14/422,252 | US20150182305 | USA |
| GRANTED | Vibrating Dental Devices | 6/20/2016 | 5/30/2017 | 15/186,958 | US9662184 | USA |

EXHIBIT C

TRADEMARKS

| Title | Country | Date of Application | Date of Registration | Pending Serial No. | Registered Trademark No. |
|---|---------|---------------------|----------------------|--------------------|--------------------------|
| ACCELEDENT | USA | 11/12/2010 | 7/31/2012 | 85/175,399 | 4181657 |
| LEADER IN ACCELERATED ORTHODONTICS | USA | 6/5/2014 | 12/16/2014 | 86/301,171 | 4657995 |
| ACCELEDENT MY SMILE | USA | 9/26/2016 | | 87 / 182,717 | |
| HEALTHY BEAUTIFUL SMILES...FASTER | USA | 10/11/2016 | | 87 / 199, 003 | |
| BEYOND ACCELERATION: DRIVING PREDICTABLE OUTCOMES | USA | 1/10/2017 | | 87296079 | |
| OPTIMA | USA | 6/9/2016 | | 87/065,602 | |
| ORTHOACCEL | USA | 11/16/2007 | 12/30/2008 | 77/330,894 | 3552872 |
| ORTHOACCEL | USA | 7/15/2015 | 2/16/2016 | 86/693,696 | 4901643 |
| ORTHOACCEL and Design | USA | 7/21/2015 | 4/19/2016 | 86/700,199 | 4940757 |
| SOFTPULSE TECHNOLOGY | USA | 8/17/2012 | 8/6/2013 | 85/706,090 | 4381403 |

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RECORDED: 07/31/2017