

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUTUREDONTICS, INC.		09/27/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CITY NATIONAL BANK
Street Address:	555 S. Flower Street
Internal Address:	18th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4340013	PATIENTACTIVATOR
Registration Number:	4281653	DENTAL SAVERS
Registration Number:	4193889	1-800-DENTIST
Registration Number:	4176311	800DENTIST
Registration Number:	4176310	800 DENTIST
Registration Number:	4075175	PATIENT ACTIVATOR CONCIERGE
Registration Number:	3324669	SMILEWORKS
Registration Number:	3324667	SMILEWORKS
Registration Number:	3274870	WE TAKE EVERY SMILE PERSONALLY
Registration Number:	3812226	FRONT DESK UNIVERSITY
Registration Number:	2935013	PROFESSIONALS YOU CAN TRUST
Registration Number:	3877773	1-800-DENTIST.COM
Registration Number:	3877772	1800DENTIST.COM

CH \$915.00 4340013

Registration Number:	3495519	PATIENT ACTIVATOR
Registration Number:	3452623	DENTISTRY.COM
Registration Number:	3452622	DENTISTRY.COM
Registration Number:	3498019	THE ORIGINAL DENTAL REFERRAL SERVICE
Registration Number:	3368785	RENEW YOUR SKIN. RESTORE YOUR SMILE.
Registration Number:	3446039	S SMILEWORKS
Registration Number:	3421479	1-800-DENTISTA
Registration Number:	3371531	1-800-DENTIST
Registration Number:	2391733	SMILEWORKS.COM
Registration Number:	2372482	FUTURE DONTICS
Registration Number:	2372481	F
Registration Number:	2115372	1800DENTIST
Registration Number:	1697956	DRS DENTAL REFERRAL SERVICE
Registration Number:	1663616	1-800-DENTIST
Serial Number:	85666082	PATIENTPRODUCER
Serial Number:	85771283	PATIENTPRODUCER
Serial Number:	85771278	PATIENTACTIVATOR
Serial Number:	85666066	REPUTATIONMONITOR
Serial Number:	85648643	PATIENT PRODUCER
Serial Number:	85771304	REPUTATIONMONITOR
Serial Number:	85639637	DENTAL REFERRAL
Serial Number:	85639630	DENTAL REFERRAL SERVICES
Serial Number:	85639652	REPUTATION MONITOR

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	319000-119 FUTURE DONTICS
NAME OF SUBMITTER:	Erin O'Brien
Signature:	

TRADEMARK
REEL: 005119 FRAME: 0389

/Erin O'Brien/

Date:

09/27/2013

Total Attachments: 8

source=Futuredontics signed IPSA#page1.tif
source=Futuredontics signed IPSA#page2.tif
source=Futuredontics signed IPSA#page3.tif
source=Futuredontics signed IPSA#page4.tif
source=Futuredontics signed IPSA#page5.tif
source=Futuredontics signed IPSA#page6.tif
source=Futuredontics signed IPSA#page7.tif
source=Futuredontics signed IPSA#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 27 2013 by and between CITY NATIONAL BANK ("Bank") and FUTURE DONTICS, INC., a California 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 of even date herewith (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 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.

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 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 Grantor and Bank, 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 Collateral (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.

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 any person, including 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

1.

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:

6060 Center Drive, 7th Floor
Los Angeles, CA 90045

Attn: Chief Executive Officer

FUTURE DONTICS, INC.

By: 
Title: CEO

BANK:

Address of Bank:

200 Clarendon Street 28th Floor
Boston, MA 02116

With a copy to:

Legal Department
Attn: Managing Counsel, Credit Unit
555 S. Flower Street, 18th Floor
Los Angeles, CA 90071

CITY NATIONAL BANK

By: _____
Title: _____

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:

6060 Center Drive, 7th Floor
Los Angeles, CA 90045

Attn: Chief Executive Officer

FUTUREDONTICS, INC.

By: _____
Title: _____

BANK:

Address of Bank:

200 Clarendon Street 28th Floor
Boston, MA 02116

With a copy to:

Legal Department
Attn: Managing Counsel, Credit Unit
555 S. Flower Street, 18th Floor
Los Angeles, CA 90071

CITY NATIONAL BANK

By:  _____
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Everything is Marketing: The Ultimate Strategy For Dental Practice Growth	TX0007296752	

EXHIBIT B

Patents

None.

EXHIBIT C**Trademarks**

Description	Registration/ Serial Number	Registration/ Application Date
PATIENTPRODUCER	85/771,283	11/05/12
PATIENTACTIVATOR	85/771,278	11/05/12
REPUTATIONMONITOR	85/666,066	06/29/12
PATIENT PRODUCER	85/648,643	06/11/12
PATIENTPRODUCER	4,389,362	08/20/13
PATIENTACTIVATOR	4,340,013	05/21/13
REPUTATIONMONITOR	85/771,304	11/05/12
DENTAL REFERRAL	85/639,637	05/31/12
DENTAL REFERRAL SERVICES	85/639,630	05/31/12
REPUTATION MONITOR	85/639,652	05/31/12
DENTAL SAVERS	4,281,653	01/29/13
1-800-DENTIST	4,193,889	08/21/12
800DENTIST	4,176,311	07/17/12
800 DENTIST	4,176,310	07/17/12
PATIENT ACTIVATOR CONCIERGE	4,075,175	12/20/11
SMILEWORKS	3,324,669	10/30/07
SMILEWORKS	3,324,667	10/30/07
WE TAKE EVERY SMILE PERSONALLY	3,274,870	08/07/07
FRONT DESK UNIVERSITY	3,812,226	06/29/10
PROFESSIONALS YOU CAN TRUST	2,935,013	03/22/05
1-800-DENTIST.COM	3,877,773	11/16/10

Description	Registration/ Serial Number	Registration/ Application Date
1800DENTIST.COM	3,877,772	11/16/10
PATIENT ACTIVATOR	3,495,519	09/02/08
DENTISTRY.COM	3,452,623	06/24/28
DENTISTRY.COM	3,452,622	06/24/08
THE ORIGINAL DENTAL REFERRAL SERVICE	3,498,019	09/09/08
RENEW YOUR SKIN. RESTORE YOUR SMILE.	3,368,785	01/15/08
S SMILEWORKS	3,446,039	06/10/08
1-800-DENTISTA	3,421,479	05/06/08
1-800-DENTIST	3,371,531	01/22/08
SMILEWORKS.COM	2,391,733	10/03/00
FUTURE DONTICS	2,372,482	08/01/00
F	2,372,481	08/01/00
1800DENTIST	2,115,372	11/25/97
DRS DENTAL REFERRAL SERVICE	1,697,956	06/30/92
*1-800-DENTIST	1,663,616	11/05/91

*Acquired from Applied Anagramics, Inc. (2002)

(Continued on next page)

Trademark Name	Country	Trademark Status	App Number
(CA) PATIENT ACTIVATOR	Canada	Registered	1386502
1800DENTIST	Canada	Registered	1,326,327
1-800-DENTIST	Canada	Registered	1326329
(CA) DENTISTRY.COM & DESIGN (Classes 35 & 38)	Canada	Under examination	1382444