

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD CLASS TECHNOLOGY CORPORATION		06/30/2014	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	GEMCAP LENDING I, LLC		
Street Address:	24955 Pacific Coast Highway		
Internal Address:	Suite A202		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86200612	H4 GO	
Serial Number:	86160030	GP3	
Serial Number:	85914609	V3	
Registration Number:	4393917	TREADLOK	
Serial Number:	85914602	C-THRU	
Registration Number:	4167840	ORTHOAMP	
Registration Number:	4166767	MAGNA PURGE	
Registration Number:	4155755	ORTHOVEND	
Registration Number:	4090666	MAGNA CLEAR	
Registration Number:	3952860	FIERRO	
Registration Number:	3949362	TENBROOK	
Registration Number:	3914485	JAGWIRE	
Registration Number:	3914484	DURABAND	
Registration Number:	3914483	BIO-MINI	
Registration Number:	3914482	BIOMIM	
Registration Number:	3914481	T1 TENBROOK	
Registration Number:	3913809	OC ORTHOCLASSIC	

OP \$440.00 86200612

CORRESPONDENCE DATA**Fax Number:** 212-586-50*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.***Phone:** 212-586-5800**Email:** rboghosian@ctswlaw.com**Correspondent Name:** Robert Boghosian, Cohen Tauber Spievack**Address Line 1:** 420 Lexington Avenue**Address Line 2:** Suite 2400**Address Line 4:** New York, NEW YORK 10170

NAME OF SUBMITTER:	Robert Boghosian
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SIGNATURE:	/Robert Boghosian/
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DATE SIGNED:	07/15/2014
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Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of June 30, 2014 (this "Agreement"), made by WORLD CLASS TECHNOLOGY CORPORATION, an Oregon corporation with a principal place of business located at 1300 NE Alpha Drive, McMinnville, OR 97128 ("Grantor"), in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.


3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:


WORLD CLASS TECHNOLOGY CORPORATION

By: 
Name: ROLF HAGEMANN
Title: PRESIDENT

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: 
Name: Dawn Ellis
Title: Co. President

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Patents

See Attached.

World Class Technology
Patents List
Exhibit 1

#

1		7,585,171	patent issued	
2		7,780,443	patent issued	
3		8,235,714	patent issued	
4		8,287,274	patent issued	
5		7,878,802	patent issued	
6		8,465,279	patent issued	
7		8,366,440	patent issued	

appl #

#

1	13/859,988	20130252194	patent pending	orthodontic appliance with radiused wire slot
2	13/860,375	20130230817	patent pending	manipulator tool for low-profile bracket
3	14/079,527	20140141383	patent pending	self ligating bracket with sliding cover
4	12/540,089	20110039225	patent pending	convertible buccal tube orthodontic bracket
5	12/390,884	20090162807	patent pending	orthodontic bracket with rotary ligating cover

EXHIBIT 2

Trademarks

See Attached.

World Class Technology
Patents List
Exhibit 2

	serial #	Reg #	
1	86200612		H4 GO
2	86160030		GP3
3	85914609		V3
4	85737546	4393917	TREADLOK
5	85914602		C-THRU
6	85467106	4167840	ORTHOAMP
7	85346355	4166767	MAGNA PURGE
8	85388516	4155755	ORTHOVEND
9	85347474	4090666	MAGNACLEAR
10	85079801	3952860	FIERRO
11	85079434	3949362	TENBROOK
12	85079813	3914485	JAGWIRE
13	85079806	3914484	DURABAND
14	85079775	3914483	BIO-MINI
15	85079762	3914482	BIOMIM
16	85079395	3914481	T1 TENBROOK
17	85063619	3913809	OC ORTHOCLASSIC

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of _____, 201_ made by WORLD CLASS TECHNOLOGY CORPORATION, an Oregon corporation with a principal place of business located at 1300 NE Alpha Drive, McMinnville, OR 97128 ("Assignor"), on a joint and several basis, in favor of in favor of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of June __, 2014 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at

_____ (the “Assignee”) all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

**WORLD CLASS TECHNOLOGY
CORPORATION**

By: _____
Name: _____
Title: _____

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