

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Unconditional Guaranty

CONVEYING PARTY DATA

Name	Execution Date
L. Jason Clute	10/21/2010

RECEIVING PARTY DATA

Name:	PENINSULA BANK BUSINESS FUNDING, A DIVISION OF THE PRIVATE BANK OF THE PENINSULA
Street Address:	400 Emerson Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	6706012
Patent Number:	6964651
Patent Number:	6974439
Patent Number:	6932790
Patent Number:	7172086
Application Number:	12030629
Patent Number:	7354418
Application Number:	11724815
Patent Number:	5504941
Patent Number:	5272780
Patent Number:	6886201
Patent Number:	5357642

CORRESPONDENCE DATA

Fax Number: (858)550-6420

501331124

PATENT
REEL: 025192 FRAME: 0213

CH \$480.00 6706012

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-550-6403
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Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	308866-134 CLUTE
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NAME OF SUBMITTER:	Erin O'Brien
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Total Attachments: 5 source=Dex Clute signed guaranty#page1.tif source=Dex Clute signed guaranty#page2.tif source=Dex Clute signed guaranty#page3.tif source=Dex Clute signed guaranty#page4.tif source=Dex Clute signed guaranty#page5.tif
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UNCONDITIONAL GUARANTY
(Jason Clute)

For and in consideration of the loan by PENINSULA BANK BUSINESS FUNDING, A DIVISION OF THE PRIVATE BANK OF THE PENINSULA ("Bank") to DEX Products, Inc. ("Borrower"), which loan is made pursuant to an Amended and Restated Business Loan Agreement between Borrower and Bank dated as of October 21, 2010 and as amended from time to time (the "Agreement"), and acknowledging that Bank would not enter into the Agreement without the benefit of this Guaranty, the undersigned guarantor ("Guarantor") hereby unconditionally and irrevocably guarantees the prompt and complete payment of all amounts that Borrower owes to Bank and performance by Borrower of the Agreement and any other agreements between Borrower and Bank, as amended from time to time (collectively referred to as the "Agreements"), in strict accordance with their respective terms. All terms used without definition in this Guaranty shall have the meaning assigned to them in the Agreement.

1. If Borrower does not pay any amount or perform its obligations in strict accordance with the Agreements, Guarantor shall immediately pay all amounts due thereunder (including, without limitation, all principal, interest, and fees) and otherwise to proceed to complete the same and satisfy all of Borrower's obligations under the Agreements.

2. If there is more than one guarantor, the obligations hereunder are joint and several, and whether or not there is more than one guarantor, the obligations hereunder are independent of the obligations of Borrower and any other person or entity, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Borrower or whether Borrower be joined in any such action or actions. Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof, to the extent permitted by law. Guarantor's liability under this Guaranty is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Agreements.

3. Guarantor authorizes Bank, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, extend, or otherwise change the terms of the Agreements or any part thereof; (b) take and hold security for the payment of this Guaranty or the Agreements, and exchange, enforce, waive and release any such security; and (c) apply such security and direct the order or manner of sale thereof as Bank in its sole discretion may determine.

4. Guarantor waives any right to require Bank to (a) proceed against Borrower, any guarantor or any other person; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Bank's power whatsoever. Bank may, at its election, exercise or decline or fail to exercise any right or remedy it may have against Borrower or any security held by Bank, including without limitation the right to foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor hereunder. Guarantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Guarantor waives any setoff, defense or counterclaim that Borrower may have against Bank. Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or any other rights against Borrower. Until all of the amounts that Borrower owes to Bank have been paid in full, Guarantor shall have no right of subrogation or reimbursement, contribution or other rights against Borrower, and Guarantor waives any right to enforce any remedy that Bank now has or may hereafter have against Borrower. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness. Guarantor assumes the responsibility for being and keeping itself informed of the financial condition of Borrower and of all other circumstances bearing upon the risk of nonpayment of any indebtedness or nonperformance of any obligation of Borrower, warrants to Bank that it will keep so informed, and agrees that absent a request for particular information by Guarantor, Bank shall not have any duty to advise Guarantor of information known to Bank regarding such condition or any such circumstances. Guarantor waives the benefits of California Civil Code sections 2809, 2810, 2819, 2845, 2847, 2848, 2849, 2850, 2899 and 3433.

5. The Guarantor waives all rights and defenses that Guarantor may have because Borrower's debt is secured by real property. This means, among other things:

(a) The Bank may collect from the Guarantor without first foreclosing on any real or personal property collateral pledged by the Borrower.

(b) If the Bank forecloses on any real property collateral pledged by the Borrower:

(i) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(ii) The Bank may collect from the Guarantor even if the Bank, by foreclosing on the real property collateral, has destroyed any right the Guarantor may have to collect from the Borrower.

This is an unconditional and irrevocable waiver of any rights and defenses the Guarantor may have because the Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

6. The Guarantor waives all rights and defenses arising out of an election of remedies by the Bank, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise.

7. If Borrower becomes insolvent or is adjudicated Bankrupt or files a petition for reorganization, arrangement, composition or similar relief under any present or future provision of the United States Bankruptcy Code, or if such a petition is filed against Borrower, and in any such proceeding some or all of any indebtedness or obligations under the Agreements are terminated or rejected or any obligation of Borrower is modified or abrogated, or if Borrower's obligations are otherwise avoided for any reason, Guarantor agrees that Guarantor's liability hereunder shall not thereby be affected or modified and such liability shall continue in full force and effect as if no such action or proceeding had occurred. This Guaranty shall continue to be effective or be reinstated, as the case may be, if any payment must be returned by Bank upon the insolvency, Bankruptcy or reorganization of Borrower, Guarantor, any other guarantor, or otherwise, as though such payment had not been made.

8. Any indebtedness of Borrower now or hereafter held by Guarantor is hereby subordinated to any indebtedness of Borrower to Bank; and such indebtedness of Borrower to Guarantor shall be collected, enforced and received by Guarantor as trustee for Bank and be paid over to Bank on account of the indebtedness of Borrower to Bank but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

9. Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Bank in the enforcement of this Guaranty. No terms or provisions of this Guaranty may be changed, waived, revoked or amended without Bank's prior written consent. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective. This Guaranty, together with any agreements (including without limitation any security agreements or any pledge agreements) executed in connection with this Guaranty, embodies the entire agreement among the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guaranty. Bank may assign this Guaranty without in any way affecting Guarantor's liability under it. This Guaranty shall inure to the benefit of Bank and its successors and assigns. This Guaranty is in addition to the guaranties of any other guarantors and any and all other guaranties of Borrower's indebtedness or liabilities to Bank.

10. Guarantor represents and warrants to Bank that (i) Guarantor has taken all necessary and appropriate action to authorize the execution, delivery and performance of this Guaranty, (ii) execution, delivery and

performance of this Guaranty do not conflict with or result in a breach of or constitute a default under any agreements to which it is party or by which it is bound, and (iii) this Guaranty constitutes a valid and binding obligation, enforceable against Guarantor in accordance with its terms.

11. To secure performance of this Guaranty and all amounts payable hereunder, Guarantor grants Lender a security interest and a charge in all of the intellectual property (including all Copyrights, Patents and Trademarks) relating to Borrower's business ("Collateral"), now existing or hereafter arising, and all proceeds thereof, including without limitation that which is listed on Exhibit A attached hereto. Guarantor authorizes Lender to execute such documents and to take such actions as Lender deems appropriate to perfect the security interest granted hereunder. Guarantor shall not encumber or dispose of any interest in the Collateral without Lender's prior written consent.

12. This Guaranty shall be governed by the laws of the State of California, without regard to conflicts of laws principles. GUARANTOR WAIVES ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. Guarantor submits to the jurisdiction of the state and federal courts located in Santa Clara County, California for purposes of this Guaranty and the Agreements. If the jury waiver set forth in this Section is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement or any of the transactions contemplated herein shall be settled by judicial reference pursuant to Code of Civil Procedure Section 638 et seq before a referee sitting without a jury, such referee to be mutually acceptable or, if none is mutually acceptable, than a referee sitting without a jury selected by the Presiding Judge of the California Superior Court for Santa Clara County. This section shall not restrict the exercise of any non-judicial rights or remedies pursuant to applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of this 21 day of October, 2010.

Jason L. Clute

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On October 21, 2010 before me, Karen C. Lang, C.P.N., Notary Public, personally appeared Jason L. Clute, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature

Karen C. Lang

(Seal)



EXHIBIT A

COLLATERAL

1. 6,706,012: pulsation rate, vacuum range, *vent* for controlled relief of pump pressure, linear motor (linear actuator or stepper) to produce required pressures. Filed: June 7, 2001. Issued: March 16, 2004.
2. 6,964,651: pulsation and one-way airflow. Filed: June 12, 2000. Issued: November 15, 2005.
3. 6,974,439: filter permeable to air (pass-through) whether wet or dry. Allows for filtration to protect pump from fluid contamination, with added benefit of not stalling pump (cutting off air input) when filter is wetted. Filed: November 17, 2000. Issued: December 13, 2005.
4. 6,932,790: adaptor or air circuit which *converts* single source intermittent negative pressure to two outputs, a first uni-directional (system vacuum), and a second intermittently negative and neutral (pulsation). Allows for lowest cost and power requirement to produce our two pressures: uni-directional system pressure (applied to nipple) and pulsation (liner wall *movement* that *relieves* the congestion caused by vacuum and mechanically stimulates the nipple for prolactin production). Filed: July 23, 2003. Issued: August 23, 2005.
5. 7,172,086: *vented* single and double walled baby bottles (FF and WS). *Covers* welded nipple (TPE) iteration of the invention: a fully *vented* feeding bottle, does not leak, filters incoming air, lab-certified sterilizable, includes a double-walled iteration for milk temperature maintenance during feeding. Filed: May 2, 2005. Issued: February 6, 2007.

EP version of this case has been allowed: EP ID number to be forthcoming.

A second application, directly *covering* Dex's currently manufactured feeding bottles, utilizing a separable nipple, is filed: USA #12/030,629, dtd. 13 Feb. 2008. Case also filed PCT (note: PCT registration allows for extended time for filing patents internationally).

Case awaiting US Office Action initiation. EP office action on hold pending PCT deadline for filings. Published August 13, 2009.

6. 7,354,418: Minimizes number of parts in Express Kit cups and liners required to support our airflow technology. Filed: May 6, 2004. Issued: April 8, 2008.
7. EP 1,593,402: EPO allowance number for US 7,354,418, Express Kit cups and liners.
8. EP 1500408: EP allowance of 6,932,790. (See #4 *above*)
9. MilkBank storage system: Patent filed in US. Foreign filings in docket. Application #20080228134. Filed: March 15, 2007. Published: September 18, 2008.
10. 5,504,941: Inventor, Sell. Patent assigned to Dex Products for the Dura-Bib products. Filed: April 30, 1993. Issued: April 9, 1996.
11. 5,272,780: Infant support pillow. Filed: May 21, 1993. Issued: December 28, 1993.
12. 6,886,201: Inventor, Weiss-Lohrei. Patent assigned to Dex Products for Maternity Pillow products. Filed: October 31, 2003. Issued: May 3, 2005.
13. 5,357,642: Support pillow with audio comforter. Filed: July 20, 1993. Issued: October 25, 1994.