## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Zest Anchors, Inc	12/31/2009

### **RECEIVING PARTY DATA**

Name:	Zest IP Holdings, LLC
Street Address:	2061 Wineridge Place
City:	Escondido
State/Country:	CALIFORNIA
Postal Code:	92029

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12722652

### **CORRESPONDENCE DATA**

Fax Number:

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

Email: jkim@mayerbrown.com

Correspondent Name: Jonathan Kim
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jonathan H. Kim
Signature:	/Jonathan H. Kim/
Date:	06/07/2013

Total Attachments: 8

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# **ASSIGNMENT OF PATENT RIGHTS**

THIS ASSIGNMENT of Patent Rights ("Patent Assignment") dated as of the 31<sup>st</sup> day of December, 2009 ("Effective Date"), is by Zest Anchors, Inc., a California corporation ("Assignor") to Zest IP Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee and Assignor are parties to a Bill of Sale, General Assignment and Conveyance, dated as of December 31, 2009 (the "Bill of Sale"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined therein at Section 2); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's patents, patent applications and underlying inventions, as set forth in Schedule A ("Patents"), which is annexed hereto and incorporated herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby assigns, transfers and conveys to Assignee, and Assignee accepts, all of Assignor's right, title and interest throughout the world in and to all Patents and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom, including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patents, including without limitation, the right to sue for injunctive relief and to sue and recover damages for any past, present or future infringement of such Patent rights.

Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to make applications for patent or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

Assignor further agrees that Assignor will: (i) cooperate with Assignee in the filing and prosecution of any and all patent or other intellectual property registrations or applications, including instruments of transfer in each jurisdiction; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer in each jurisdiction; and (iii) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the rights to the Patents granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

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This Patent Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to the applicable principles of conflict of laws.

This Patent Assignment shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

If any part of this Assignment shall be held by a court of competent jurisdiction to be void, invalid or inoperative, the remaining provisions of this Assignment shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidation.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

ZEST ANCHORS, INC.

Name:

itle: DRESIA

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STATE OF State of California
STATE OF State of California  COUNTY OF San Diego SS.
Deborah A. Lima  I ha notary public, in and for the county and state aforesaid, do hereby certify that  Out 20est, known to me to be the President of Zest Auchors, appeared  before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.
of Dec 2009.
<u>Cahalalá</u>
Notary Public
My commission expires: 1(-2-(3)
DEBORAH A. LIMA Commission # 1867477 Notary Public - California San Diego County My Comm. Expires Nov 2, 2013

# ACKNOWLEDGED AND ACCEPTED:

ZEST IP HOLDINGS, LLC

By: Zest Acquisition Corp. its Sole Member

By:

Title: Vice President, Secretary and Treasurer

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STATE OF N.	)	
COUNTY OF D HE KESS	)	SS.
COUNTY ORGANICALLY	}	

I, a notary public, in and for the county and state aforesaid, do hereby certify that Hondin, known to me to be the UP Sectores of the proposition (af) appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this day 30 of leaner, 2007.

Notary Public

My commission expires

THOMAS J. BRENNAN
Notary Public, State of New York
No. 01BR5048229
Qualified in Dutchess County
Commission Expires Aug. 21, 2013

# SCHEDULE A: PATENTS

App. No./Country	Pub. No.	Pat. No.	File Date	Issue Date	Title
07/475,226	Not Applicable	5,092,770	05-Feb -1990	03-Mar1992	Denture
U.S.A.					Anchoring System
08/176,597 U.S.A.	Not Applicable	5,417,570	03-Jan1994	23-May-1995	Dental Anchor Assembly
09/170,585 U.S.A.	Not Applicable	6,030,219	13-Oct1998	29-Feb2000	Dental Attachment Assembly
09/465,860 U.S.A.	Not Applicable	6,299,447	16-Dec1999	09-Oct2001	Dental Attachment Assembly
10/190,921 U.S.A.	US 2004-0005530 A1	6,981,871	05-July-2002	03-Jan2006	Dental Attachment Assembly and Method
2,491,494 Canada	CA2491494(A1)	2,491,494	18-June-2003 (PCT)	05-Aug2008	Dental Attachment Assembly and Method
037630019 Europe EP20030763001	EP1539022 (A1)		18-June-2003 (PCT)		Dental Attachment Assembly and Method
1020057000013 South Korea	1020050016748	10-0660314-0000	18-June-2003 (PCT)	15-Dec2006	Dental Attachment Assembly and Method
12/537,863 U.S.A.	Not Published		07-Aug-2009		Dental Anchor Apparatus and Method

App. No /Country	Pub No	Dat No	Eile Date	Legino Doto	11:41
61/001 082	N.A	I at 110.	Of Ame Done	Issue Date	Tille
01/091,962	¥N_		70-Aug2008		Dental Anchor
U.S.A.					Apparatus and
					Method
61/138,817	NA		18-Dec2008		Mini-Implant
O.S.A.					Assembly
PCT/US09/53363			11-Aug-2009		Dental Anchor
10-2009-7020273			11-Aug2009		Dental Anchor
South Korea					Apparatus
11/613,464	US 2008-0153063		20-Dec2006		Dental Attachment
U.S.A.	A1				Assembly and
					Method
2007337164	AU2007337164		12-Dec2007		Dental Attachment
Australia	(A1)		*******		Assembly and
					Method
CA2672045	CA2672045		12-Dec2007		Dental Attachment
Canada					Assembly and
					Method
200780046360.3	CN101557773		12-Dec2007		Dental Attachment
China			***************************************		Assembly and
					Method
07865590.9	EP2094187		12-Dec2007		Dental Attachment
Europe					Assembly and
					Method
199211	WO2008/079699		12-Dec2007		Dental Attachment
Israel					Assembly and
					Method

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App. No./Country	Pub. No.	Pat. No.	File Date	Issue Date	Title
2009543083	Not Published		12-Dec2007		Dental Attachment
Japan					Assembly and
					Method
577512	WO2008/079699		12-Dec2007		Dental Attachment
New Zealand		***************************************			Assembly and Method
2009/03876			12-Dec2007		Dental Attachment
South Africa					Assembly and
					Method
10-2009-7014500	1020090080572		12-Dec.2007		Dental Attachment
South Norea					Assembly and
					Method
200903830-8	153197		12-Dec2007		Dental Attachment
Singapore					Assembly and
					Method
61/220,086 U.S.A.			24-Jun2009		O-Ring Tool
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