

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zest IP Holdings, LLC	08/16/2013
RECEIVING PARTY DATA	
Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	07475226
Application Number:	08176597
Application Number:	09170585
Application Number:	09465860
Application Number:	10190921
Application Number:	11613464
Application Number:	12537863
Application Number:	12722652
Application Number:	12822852
Application Number:	13491002
Application Number:	13711515
Application Number:	13772469

## CORRESPONDENCE DATA

Fax Number: 2123108007

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

502464784

PATENT  
 REEL: 031049 FRAME: 0888

CH \$480.00 07475226

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Correspondent Name: Sarah Davis  
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Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	18866.0039/ S. DAVIS
NAME OF SUBMITTER:	Sarah Davis
Signature:	/Sarah Davis/
Date:	08/20/2013

**Total Attachments: 5**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

This GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this "Agreement"), dated as of August 16, 2013, is entered into by Zest IP Holdings, LLC, a Delaware limited liability company with principal offices at 2061 Wineridge Place Escondido, CA 92029, (the "Grantor"), and Deutsche Bank AG New York Branch (the "Grantee"), having its principal offices at 60 Wall Street, New York, NY 10005, as collateral agent (the "Collateral Agent").

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States patents and associated United States patent registrations and applications for registration set forth in Schedule A attached hereto (collectively, the "Patents");

WHEREAS, Grantee desires to acquire a security interest in the Patents; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the First Lien Pledge and Security Agreement, dated as of August 16, 2013, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Patents; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents of the United States to record this security interest in the Patents.

iv. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vi. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

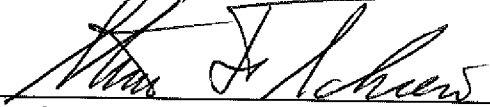
**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

**GRANTOR:**

**ZEST IP HOLDINGS, LLC**

By: \_\_\_\_\_

  
Name: Steven F. Schiess

Title: President and Chief Executive Officer

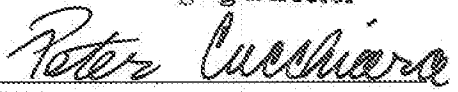
*Signature Page to Project Charger First Lien Patent Security Grant (2013)*

**PATENT**  
**REEL: 031049 FRAME: 0892**

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

By: 

Name: Anca Trifan  
Title: Managing Director

By: 

Name: Peter Cucchiara  
Title: Vice President

**SCHEDULE A**

**Patents**

<b>Title</b>	<b>Patent #</b>	<b>Issue Date</b>	<b>Application #</b>	<b>Filing Date</b>
DENTURE ANCHORING SYSTEM	5092770	03/03/1992	07475226	02/05/1990
DENTAL ANCHOR ASSEMBLY	5417570	05/23/1995	08176597	01/03/1994
DENTAL ATTACHMENT ASSEMBLY	6030219	02/29/2000	09170585	10/13/1998
DENTAL ATTACHMENT ASSEMBLY	6299447	10/09/2001	09465860	12/16/1999
DENTAL ATTACHMENT ASSEMBLY AND METHOD	6981871	01/03/2006	10190921	07/05/2002
DENTAL ATTACHMENT ASSEMBLY AND METHOD	7704076	04/27/2010	11613464	12/20/2006
DENTAL ANCHOR APPARATUS AND METHOD			12537863	08/07/2009
DENTAL ATTACHMENT ASSEMBLY AND METHOD			12722652	03/12/2010
O-RING INSERTION TOOL AND METHOD			12822852	06/24/2010
FIXED DETACHABLE DENTAL ATTACHMENT DEVICE, ASSEMBLY AND METHODS OF USING THE SAME			13491002	06/07/2012
FIXED HYBRID DENTAL ATTACHMENT DEVICE AND MEHTODS OF USING SAME			13711515	11/12/2012
FIXED HYBRID DENTAL ATTACHMENT DEVICE AND METHODS OF USING SAME			13772469	02/21/2013