

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4221860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS - FIRST LIEN	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
DR. FRESH, LLC		12/29/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BMO HARRIS BANK N.A.	
<b>Street Address:</b>	111 WEST MONROE, 20TH FLOOR EAST	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60603	
<b>PROPERTY NUMBERS Total: 76</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	5707166	
Patent Number:	8006342	
Patent Number:	8011054	
Patent Number:	8327491	
Patent Number:	8413286	
Patent Number:	8424144	
Patent Number:	8561244	
Patent Number:	8631534	
Patent Number:	8707500	
Patent Number:	9060596	
Patent Number:	9084473	
Patent Number:	9198501	
Patent Number:	9456680	
Patent Number:	D469958	
Patent Number:	D478424	
Patent Number:	D490247	
Patent Number:	D549462	
Patent Number:	D579331	
Patent Number:	D588362	
Patent Number:	D588363	

PATENT

Property Type	Number
Patent Number:	D588364
Patent Number:	D589261
Patent Number:	D592403
Patent Number:	D595962
Patent Number:	D617564
Patent Number:	D619369
Patent Number:	D622906
Patent Number:	D623413
Patent Number:	D629160
Patent Number:	D633303
Patent Number:	D633304
Patent Number:	D633720
Patent Number:	D636185
Patent Number:	D638628
Patent Number:	D639069
Patent Number:	D640469
Patent Number:	D640872
Patent Number:	D641523
Patent Number:	D642047
Patent Number:	D642063
Patent Number:	D648134
Patent Number:	D652627
Patent Number:	D652925
Patent Number:	D657566
Patent Number:	D658884
Patent Number:	D658885
Patent Number:	D660003
Patent Number:	D660004
Patent Number:	D661098
Patent Number:	D663122
Patent Number:	D664358
Patent Number:	D667628
Patent Number:	D670504
Patent Number:	D674195
Patent Number:	D675024
Patent Number:	D680747
Patent Number:	D681473
Patent Number:	D689285

Property Type	Number
Patent Number:	D703955
Patent Number:	D708441
Patent Number:	D710615
Patent Number:	D710616
Patent Number:	D716558
Patent Number:	D716559
Patent Number:	D719356
Patent Number:	D720541
Patent Number:	D743175
Patent Number:	D744839
Patent Number:	D752869
Application Number:	14683049
Application Number:	14804255
Application Number:	15246217
Application Number:	15342021
Application Number:	29549943
Application Number:	29561024
Application Number:	62274705

#### CORRESPONDENCE DATA

**Fax Number:** (212)909-6836

*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:** 212-909-6000

**Email:** trademarks@debevoise.com

**Correspondent Name:** TIAN TIAN ZHU, ESQ.

**Address Line 1:** 919 THIRD AVENUE

**Address Line 2:** DEBEVOISE & PLIMPTON LLP

**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	25285-1200
<b>NAME OF SUBMITTER:</b>	TIAN TIAN ZHU
<b>SIGNATURE:</b>	/TZ/
<b>DATE SIGNED:</b>	01/12/2017

#### Total Attachments: 9

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**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS**, dated as of December 29, 2016, (this “Agreement”), by Dr. Fresh, LLC (the “Grantor”), in favor of BMO Harris Bank N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement dated as of June 30, 2016 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among High Ridge Brands Co. (the “Parent Borrower”), CDR HRB Buyer, the Subsidiary Borrowers from time to time party thereto, Inc., the Lenders and other financial institutions party thereto, the Issuers party thereto and the Administrative Agent, as administrative agent for the Lenders and the Issuers, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a First Lien Pledge and Security Agreement dated as of June 30, 2016 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

**Section 2. Notice and Confirmation of Grant of Security Interest in Patent Collateral**

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby confirms the grant, made pursuant to the Security Agreement, to the Administrative Agent for the benefit of the Secured Parties, of a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, subject to existing licenses to use the Patents granted by Grantor (the “Patent Collateral”):

(a) all Patents owned by Grantor, including without limitation, those referred to on *Schedule I* hereto;

(b) all rights to sue at law or in equity for any past, present and/or future infringement or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(c) all Proceeds with respect to any of the foregoing, including claims, license fees, royalties and any other fees or payments.

### ***Section 3. Security Agreement***

This Agreement confirms the security interest granted to the Administrative Agent pursuant to the Security Agreement and is executed and delivered for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### ***Section 4. Counterparts***

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

### ***Section 5. Governing Law***

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the United States, in respect to patent issues and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Dr. Fresh, LLC

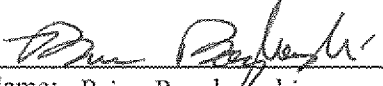
By:   
Name: Richard S. Kirk, Jr.  
Title: Vice President and Secretary

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Patents]

**PATENT**  
**REEL: 041348 FRAME: 0626**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

BMO HARRIS BANK N.A.,  
as Administrative Agent

By:   
Name: Brian Boczkowski  
Title: Managing Director

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Patents]

**SCHEDULE I****To****NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS****Issued Patents and Patent Applications****A. U.S. ISSUED PATENTS**

<b>Title</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Filing Date</b>
Toothbrush	5,707,166	1/13/1998	1/27/1997
Illuminated Flashing Toothbrush and Method of Use	8,006,342	8/30/2011	4/27/2007
Illuminated Flashing Toothbrush and Method of Use	8,011,054	9/6/2011	1/16/2009
Illuminated Flashing Toothbrush and Method of Use	8,327,491	12/11/2012	1/13/2012
Illuminated Flashing Toothbrush and Method of Use	8,413,286	4/9/2013	5/11/2011
Illuminated Flashing Toothbrush and Method of Use	8,424,144	4/23/2013	5/11/2011
Illuminated Flashing Toothbrush and Method of Use	8,561,244	10/22/2013	9/15/2012
Toothbrush	8,631,534	1/21/2014	6/8/2006
Illuminated Flashing Toothbrush and Method of Use	8,707,500	4/29/2014	5/8/2013
Illuminated Flashing Toothbrush and Method of Use	9,060,596	6/23/2015	4/28/2014
Illuminated Flashing Toothbrush and Method of Use	9,084,473	7/21/2015	10/2/2014
Bristle Configuration	9,198,501	12/1/2015	11/26/2013
Toothbrush with Angled Bristles	9,456,680	10/4/2016	9/18/2014

<b>Title</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Filing Date</b>
Toothbrush	D469,958	2/11/2003	2/7/2002
Toothbrush	D478,424	8/19/2003	2/7/2002
Toothbrush	D490,247	5/25/2004	5/8/2003
Toothbrush with Polishing Member	D549,462	8/28/2007	8/9/2006
Tube Cap	D579,331	10/28/2008	4/12/2007
Toothbrush	D588,362	3/17/2009	2/19/2007
Toothbrush	D588,363	3/17/2009	2/19/2007
Toothbrush with Base	D588,364	3/17/2009	2/19/2007
Toothbrush with Base	D589,261	3/31/2009	4/12/2007
Toothbrush	D592,403	5/19/2009	4/13/2005
Toothbrush with a Building	D595,962	7/14/2009	2/4/2009
Toothbrush	D617,564	6/15/2010	1/30/2009
Toothbrush	D619,369	7/13/2010	2/21/2008
Razor	D622,906	8/31/2010	4/14/2010
Toothbrush	D623,413	9/14/2010	6/8/2009
Razor	D629,160	12/14/2010	4/14/2010
Set of Bristles	D633,303	3/1/2011	8/3/2010
Set of Bristles	D633,304	3/1/2011	8/3/2010
Set of Bristles	D633,720	3/8/2011	8/3/2010
Toothbrush Feature	D636,185	4/19/2011	8/28/2009

<b>Title</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Filing Date</b>
Toothbrush with a Scraper	D638,628	5/31/2011	1/21/2011
Toothbrush	D639,069	6/7/2011	1/24/2011
Toothbrush	D640,469	6/28/2011	2/22/2008
Toothbrush	D640,872	7/5/2011	6/4/2009
Floss Container	D641,523	7/12/2011	10/15/2010
Toothbrush Packaging	D642,047	7/26/2011	12/10/2009
Bottle	D642,063	7/26/2011	9/12/2008
Toothbrush	D648,134	11/8/2011	6/16/2010
Toothbrush	D652,627	1/24/2012	6/13/2011
Tongue Scrapper	D652,925	1/24/2012	6/29/2011
Toothbrush	D657,566	4/17/2012	3/11/2011
Toothbrush	D658,884	5/8/2012	5/27/2009
Toothbrush Handle	D658,885	5/8/2012	1/27/2011
Toothbrush	D660,003	5/22/2012	6/16/2010
Toothbrush with Tongue Scraper	D660,004	5/22/2012	1/21/2010
Toothbrush	D661,098	6/5/2012	1/26/2012
Toothbrush (Batman Turbo Brush)	D663,122	7/10/2012	6/30/2011
Toothbrush	D664,358	7/31/2012	5/6/2011
Container	D667,628	9/25/2012	1/24/2011
Toothbrush	D670,504	11/13/2012	3/20/2012

<b>Title</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Filing Date</b>
Toothbrush	D674,195	1/15/2013	7/31/2012
Toothbrush	D675,024	1/29/2013	4/5/2012
Toothbrush Feature	D680,747	4/30/2013	1/27/2011
Bottle	D681,473	5/7/2013	6/24/2011
Toothbrush	D689,285	9/10/2013	3/31/2010
Sliding Interdental	D703,955	5/6/2014	6/30/2011
Toothbrush Bristle Profile	D708,441	7/8/2014	2/22/2012
Toothbrush Handle	D710,615	8/12/2014	7/16/2012
Toothbrush	D710,616	8/12/2014	9/6/2013
Toothbrush	D716,558	11/4/2014	9/6/2013
Toothbrush	D716,559	11/4/2014	9/6/2013
Toothbrush Handle	D719,356	12/16/2014	7/18/2012
Toothbrush	D720,541	1/6/2015	3/25/2011
Toothbrush	D743,175	11/17/2015	4/10/2014
Bottle	D744,839	12/8/2015	3/10/2014
Toothbrush	D752,869	4/5/2016	1/30/2014

**B. U.S. PATENT APPLICATIONS**

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>
Toothbrush with Curved Neck	14/683,049	4/9/2015

Illuminated Flashing Toothbrush and Method of Use	14/804,255	7/20/2015
Toothbrush with Angled Bristles	15/246,217	8/24/2016
Toothbrush With Angled Bristles	15/342,021	11/2/2016
Bottle	29/549,943	12/29/2015
Bottle	29/561,024	4/12/2016
Mouthwash Bottle with a Pump, a Toothbrush Holder and an Insertable Cup	62/274,705	1/4/2016