

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4221955

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS - SECOND LIEN	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHILDREN ORAL CARE, LLC	12/29/2016
RECEIVING PARTY DATA		
Name:	CORTLAND CAPITAL MARKET SERVICES LLC	
Street Address:	225 WEST WASHINGTON STREET, 21ST FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	9044083	
Patent Number:	D710109	
Patent Number:	D719459	
Patent Number:	D733433	
Patent Number:	D749854	
Patent Number:	D750378	
Patent Number:	D754441	
Patent Number:	D756123	
Patent Number:	D756124	
Application Number:	14674609	
Application Number:	15085848	
Application Number:	29555310	
Application Number:	29555312	
Application Number:	62325921	
CORRESPONDENCE DATA		
Fax Number:	(212)909-6836	
<i>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.</i>		
Phone:	212-909-6000	
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PATENT		

Correspondent Name: TIAN TIAN ZHU, ESQ.
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Address Line 2: DEBEVOISE & PLIMPTON LLP
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ATTORNEY DOCKET NUMBER: 25282-1200

NAME OF SUBMITTER: TIAN TIAN ZHU

SIGNATURE: /TZ/

DATE SIGNED: 01/12/2017

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of December 29, 2016 (this "Agreement"), by Children Oral Care, LLC (the "Grantor"), in favor of Cortland Capital Market Services LLC, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Second 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. (as successor in merger to CDR HRB Merger Sub, Inc., the "Parent Borrower"), CDR HRB Buyer, Inc., the Subsidiary Borrowers from time to time party thereto, the Lenders party thereto, and the Collateral Agent, the Lenders 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 Second Lien Pledge and Security Agreement dated as of June 30, 2016 in favor of the Collateral 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 and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral 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 Collateral 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 Collateral 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 Collateral 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.

Children Oral Care, LLC

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

SCHEDULE I

To

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

Issued Patents and Patent Applications

A. U.S. ISSUED PATENTS

Title	Patent Number	Grant Date	Filing Date
Illuminated Multi-Light Flashing Toothbrush and Method of Use	9,044,083	6/2/2015	3/15/2013
Toothbrush	D710,109	8/5/2014	1/30/2013
Bottle with Base	D719,459	12/16/2014	9/13/2013
Toothbrush	D733,433	7/7/2015	11/25/2013
Toothbrush	D749,854	2/23/2016	10/9/2014
Toothbrush	D750,378	3/1/2016	10/9/2014
Toothbrush	D754,441	4/26/2016	6/3/2014
Combined Toothbrush Handle and Cover (Light Saber 1A)	D756,123	5/14/2016	9/2/2014
Combined Toothbrush Handle and Cover	D756,124	5/17/2016	9/2/2014

B. U.S. PATENT APPLICATIONS

Title	Application Number	Filing Date
Illuminated Multi-Light Flashing Toothbrush and Method of Use	14/674,609	3/31/2015

Lighted Toothbrush with Front Base Button	15/085,848	3/30/2016
Combined Toothbrush Handle and Cover	29/555,310	2/19/2016
Toothbrush Handle	29/555,312	2/19/2016
Sculpted Handle Toothbrush	62/325,921	4/21/2016