

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4868659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
ZEST IP HOLDINGS, LLC	03/14/2018
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA (NY BRANCH)
Street Address:	20 KING STREET WEST
Internal Address:	4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H1C4
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	6030219
Patent Number:	6299447
Patent Number:	6981871
Patent Number:	7704076
Patent Number:	8512039
Patent Number:	9314318
Patent Number:	9179989
Patent Number:	9517114
Application Number:	15346629
Patent Number:	9452029
Patent Number:	9486300
Patent Number:	9033709
Patent Number:	9452030
Application Number:	15249154
Application Number:	15893448
Patent Number:	9827074
Application Number:	15009713
Application Number:	15367016
Patent Number:	8303306

Property Type	Number
Application Number:	15463965
Patent Number:	6336810
Patent Number:	6277003
Application Number:	10929153
Patent Number:	8070490
Patent Number:	8834160
Application Number:	15331176
Application Number:	62481005
Patent Number:	8152525

CORRESPONDENCE DATA

Fax Number: (212)859-4000
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: 2128598000
Email: mark.konzelmann@friedfrank.com
Correspondent Name: MARK KONZELMANN
Address Line 1: 1 NEW YORK PLAZA
Address Line 2: FLOOR 26
Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	314470-41
NAME OF SUBMITTER:	MARK J KONZELMANN
SIGNATURE:	/Mark J Konzelmann/
DATE SIGNED:	03/15/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

- source=Zest - Second Lien - Patent Security Agreement #page1.tif
- source=Zest - Second Lien - Patent Security Agreement #page2.tif
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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Supplement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement referred to below), including liens and security interests granted to Citibank, N.A., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of March 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Ivory Holdco, Inc., Ivory Merger Sub, Inc., Zest Acquisition Corp., the lenders party thereto, the other parties thereto, and Citibank, N.A., as administrative agent and collateral agent (in such capacity, the “First Lien Collateral Agent”) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement dated as of March 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Closing Date Intercreditor Agreement”), among Citibank, N.A., as senior representative, Royal Bank of Canada, as junior representative, and the other agents and representatives party thereto, as acknowledged by Ivory Holdco, Inc., Ivory Merger Sub, Inc., Zest Acquisition Corp. and the other grantors party thereto. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Agreement, the terms of the Closing Date Intercreditor Agreement shall govern.

PATENT SECURITY AGREEMENT, dated as of March 14, 2018 (this “Agreement”), by and between Zest IP Holdings, LLC, a Delaware limited liability company (the “Grantor”), and Royal Bank of Canada, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Second Lien Credit Agreement, dated as of March 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Ivory Holdco, Inc., a Delaware corporation (“Holdings”), Ivory Merger Sub, Inc., a Delaware corporation (which will be merged with and into Charger Acquisition Corp., with Charger Acquisition Corp. as the surviving entity and which, immediately upon consummation of the merger, will change its name to Zest Acquisition Corp., the “Borrower”), the Lenders from time to time party thereto, Royal Bank of Canada, as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent, and the various other parties thereto and (b) that certain Second Lien Collateral Agreement, dated as of March 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of]the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Patent Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZEST IP HOLDINGS, LLC, as Grantor

By: 
Name: Jeff Blazevich
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZEST IP HOLDINGS, LLC, as Grantor

By: _____
Name: Jeff Blazeovich
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Collateral Agent

By:  _____
Name: **Rodica Dutka**
Title: **Manager, Agency**

[Signature Page to Second Lien Patent Security Agreement]

Schedule I
to Patent Security Agreement

Loan Party	App. No.	Filing Date	Patent Number and date	Title
Zest IP Holdings, LLC	09/170,585	13-Oct-98	6,030,219 02/29/2000	DENTAL ATTACHMENT ASSEMBLY
Zest IP Holdings, LLC	09/465,860	12/16/1999	6,299,447 10/09/01	DENTAL ATTACHMENT ASSEMBLY
Zest IP Holdings, LLC	10/190,921	7/5/2002	6,981,871 1/3/2006	DENTAL ATTACHMENT ASSEMBLY AND METHOD
Zest IP Holdings, LLC	11/613,464	12/20/2006	7,704,076 4/27/2010	DENTAL ATTACHMENT ASSEMBLY AND METHOD
Zest IP Holdings, LLC	12/722,652	3/12/2010	8,512,039 8/20/2013	DENTAL ATTACHMENT ASSEMBLY AND METHOD
Zest IP Holdings, LLC	12/537,863	8/7/2009	9,314,318 04/19/2016	DENTAL ANCHOR APPARATUS AND METHOD
Zest IP Holdings, LLC	12/822,852	6/24/2010	9,179,989 11/10/2015	O-RING INSERTION TOOL AND METHOD
Zest IP Holdings, LLC	13/491,002	6/7/2012	9517114; 12/13/2016	FIXED DETACHABLE DENTAL ATTACHMENT DEVICE, ASSEMBLY AND METHODS OF USING THE SAME
Zest IP Holdings, LLC	15/346,629	11/8/2016	n/a	FIXED DETACHABLE DENTAL ATTACHMENT DEVICE, ASSEMBLY AND METHODS OF USING THE SAME
Zest IP Holdings, LLC	13/711,515	12/11/2012	9,452,029 09/27/16	FIXED HYBRID DENTAL ATTACHMENT DEVICE AND METHODS OF USING SAME
Zest IP Holdings, LLC	13/772,469	2/21/2013	9,486,300 11/8/2016	FIXED HYBRID DENTAL ATTACHMENT DEVICE AND METHODS OF USING SAME

Loan Party	App. No.	Filing Date	Patent Number and date	Title
Zest IP Holdings, LLC	14/298,818	6/6/2014	9,033,709 5/19/2015	DENTAL ATTACHMENT ASSEMBLY CAP AND METHOD OF USE
Zest IP Holdings, LLC	14/715,475 (CON of 009UT1 with broader claims)	5/18/2015	9,452,030 09/27/16	DENTAL ATTACHMENT ASSEMBLY CAP AND METHOD OF USE
Zest IP Holdings, LLC	15/249,154 (Con of 009CT1 and 009UT1)	08/26/2016		DENTAL ATTACHMENT ASSEMBLY CAP AND METHOD OF USE
Zest IP Holdings, LLC	15/893,448 (Con of 009CT1, 009CT2 and 009UT1)	02/09/2018		DENTAL ATTACHMENT ASSEMBLY CAP AND METHOD OF USE
Zest IP Holdings, LLC	14/806,616	7/22/2015	9,827,074 Issued November 28, 2017	FIXED HYBRID DENTAL ATTACHMENT DEVICE AND METHODS OF USE
Zest IP Holdings, LLC	15/009,713	1/28/2016		FIXED HYBRID DENTAL ATTACHMENT DEVICE AND METHODS OF USE
Zest IP Holdings, LLC	15/367,016 (priority of provisional 62/265,014)	December 1 2016		MULTIPLE LAYER COATING AND COATING METHOD FOR DENTAL DEVICES AND THE LIKE
Zest IP Holdings, LLC	12/543,523	August 19, 2009	8,152,525 4/10/2012	DENTAL PROSTHESIS REMOVAL TOOL
Zest IP Holdings, LLC	13/426,182	March 21, 2012	8,303,306 11/6/2012	DENTAL PROSTHESIS REMOVAL TOOL
Zest IP Holdings, LLC	15/463,965	03/20/2017		DRIVER TOOL AND METHOD OF USE
Zest IP Holdings, LLC	09/406,361	09/28/1999	6,336,810	RING FOR USE IN PREPARING TEETH FOR RESTORATION

Loan Party	App. No.	Filing Date	Patent Number and date	Title
Zest IP Holdings, LLC	09/445,101	March 8 2000	6,277,003	GAS ABRASIVE PARTICLE APPARATUS AND VALVING THEREFORE
Zest IP Holdings, LLC	10/929,153	08-27-2004	RE39,714	HAND-HOLDABLE GAS/ABRASION APPARATUS
Zest IP Holdings, LLC	12/799,729	April 29 2010	8070490 December 6 2011	TEETH SEPARATING APPARATUS
Zest IP Holdings, LLC	13/317,071	October 7 2011	8,834,160 September 16 2014	DENTAL WEDGE AND FORMER DEVICE
Zest IP Holdings, LLC	15/331,176	10/21/2016		DENTAL COMPOSITIONS AND METHODS OF USE
Zest IP Holdings, LLC	62/481,005	04/03/2017		DENTAL CEMENT COMPOSITIONS AND METHODS OF USE