

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ranir, LLC		08/19/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Registration Number:	3972019	CLEAN+
Registration Number:	3309935	REST ASSURED
Registration Number:	3656003	DENTAL SOURCE
Registration Number:	3295638	POLARIS
Registration Number:	3295606	VIBRACLEAN
Registration Number:	3177180	RANIR
Registration Number:	3266764	TEARDROP
Registration Number:	3162255	REVITALIZE WHITENING STRIPS
Registration Number:	3145213	ZZZZ SNORE GUARD
Registration Number:	3175575	EASYFLEX
Registration Number:	3122173	ORBIT
Registration Number:	3294983	EASYFIT
Registration Number:	3146914	CLEAN & GO
Registration Number:	3895169	ORTHOPICK

OP \$1265.00 3972019

**TRADEMARK**

Registration Number:	3895168	JOURNEY
Registration Number:	3895167	FLEXGUARD
Registration Number:	3754249	PLACKERS
Registration Number:	3782662	SMILESONIC
Registration Number:	3748722	WHITENING WRAPAROUNDS
Registration Number:	3732630	SMILESONIC
Registration Number:	3681411	EASYSPIN
Serial Number:	85387921	ALL-AROUND
Serial Number:	85384529	EASEBETWEEN
Serial Number:	85372372	
Serial Number:	85372223	RIGHT ANGLE
Serial Number:	85372130	MICRO MINT
Serial Number:	85050040	XTREME WHITENING WRAPS
Serial Number:	85014539	HD XTREME
Serial Number:	85156648	CLINICAL GRADE
Serial Number:	85217621	GENTLEPICKS
Serial Number:	85180756	SMARTGRIP CONTOUR
Serial Number:	85156652	CLINICAL GRADE
Serial Number:	85153375	ORBITFLEX
Serial Number:	85150242	SAY GOOD NIGHT TO SNORING
Serial Number:	85150237	AIR-FLOW TECHNOLOGY
Serial Number:	85118328	NATURAL BIO-SCIENCE TECHNOLOGY
Serial Number:	85085637	ADVANCED FORM FITTING TECHNOLOGY
Serial Number:	77777983	PLACKERS
Serial Number:	77928752	ACCUBRUSH
Serial Number:	77858976	RETREAT
Serial Number:	77863707	GENTLESLIDE
Serial Number:	77863705	ANGLESLIDE
Serial Number:	77863697	SOFSLIDE
Serial Number:	77827445	GET FLOTTED
Serial Number:	77899412	BREATHSENSE
Serial Number:	77876539	WHITENING ENERGIZER
Serial Number:	77863708	ABRIDGE
Serial Number:	77863700	TWINSLIDE
Serial Number:	77844671	BEE SOURCE

77618594

ORATRENDS

## CORRESPONDENCE DATA

Fax Number: (734)623-1625

Phone: (734) 623-1678

Email: nhudge@dickinsonwright.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Nora Hudge, Paralegal

Address Line 1: Dickinson Wright, PLLC

Address Line 2: 301 East Liberty, Suite 500

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:

7-4156

NAME OF SUBMITTER:

Nora Hudge, Paralegal

Signature:

/Nora Hudge/

Date:

01/17/2012

## Total Attachments: 8

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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of August 19, 2011 by Ranir, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent (as defined below) under the Credit Agreement referred to below.

### **Recitals**

A. The Grantor, Ranir Global Holdings, LLC, formerly known as Kayak Holdings, LLC, a Delaware limited liability company (the "Company", and together with the Grantor, the "Borrowers"), the Lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent, executed a Credit Agreement dated as of March 21, 2008 (as modified from time to time, the "2008 Credit Agreement"). Pursuant to an Amended and Restated Credit Agreement dated as of even date herewith (as amended, modified, restated or refinanced from time to time, the "Credit Agreement"), by and among the Borrowers, the Lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders, the Borrowers and the Administrative Agent will be amending and restating the 2008 Credit Agreement.

B. In connection with the Credit Agreement, the Borrowers and the Administrative Agent entered into a Consent and Amendment of Collateral Documents dated as of even date herewith (the "Consent and Amendment"), pursuant to which, among other things, the Borrowers and the Administrative Agent confirmed and amended certain Existing Collateral Agreements (as defined in the Consent and Amendment), including without limitation that certain Pledge and Security Agreement entered into as of March 21, 2008 by and among the Company and the Administrative Agent (the "Holdings Security Agreement"), that certain Pledge and Security Agreement entered into as of March 21, 2008 by and among the Grantor and the Administrative Agent (the "Ranir Security Agreement", and together with the Holdings Security Agreement and the Consent and Amendment, the "Collateral Agreement"), relating to the collateral granted by the Borrowers to the Secured Parties.

C. Pursuant to the terms of the Collateral Agreement, the Borrowers pledged, assigned and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a first-priority security interest in substantially all of the assets of the Borrowers, including all right, title and interest of the Borrowers in, to and under all now owned and hereafter acquired Patents (as defined in both the Ranir Security Agreement and the Holdings Security Agreement), and Trademarks (as defined in both the Ranir Security Agreement and Holdings Security Agreement), to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

D. The Grantor is executing and delivering this Agreement to the Administrative Agent to facilitate the recording with the United States Patents and Trademarks Office ("USPTO") of the security interests that it holds for the benefit of the Lenders in the Patents and Trademarks identified on restated Exhibit D set forth in Schedule 3 of the Consent and Amendment.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor:

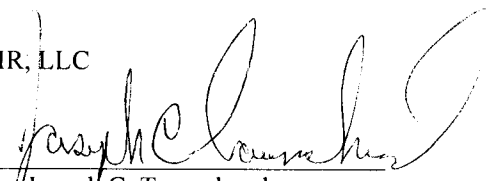
- (1) each trademark and trademark application, including without limitation, each trademark and trademark application in the United States referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (2) each patent and patent application, including without limitation, each patent and patent application in the United States referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith.

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which are 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

RANIR, LLC

By:   
Name: Joseph C. Townshend  
Title: Chief Financial Officer

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

RANIR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: *Sommer M. Baulig*  
Name: *Sommer M. Baulig*  
Title: *Vice President*

## SCHEDULE 1

### U.S. Trademarks

<u>Trademark</u>	<u>Filing/Registration Date</u>	<u>Registration Number</u>
CLEAN+	May 31, 2011	3972019
REST ASSURED	October 9, 2007	3309935
DENTAL SOURCE	July 14, 2009	3656003
POLARIS	September 18, 2007	3295638
VIBRACLEAN	September 18, 2007	3295606
RANIR	November 28, 2006	3177180
TEARDROP	July 17, 2007	3266764
REVITALIZE WHITENING STRIPS	October 24, 2006	3162255
ZZZZ SNORE GUARD	September 19, 2006	3145213
EASYFLEX	November 21, 2006	3175575
ORBIT	July 25, 2006	3122173
EASYFIT	September 18, 2007	3294983
CLEAN & GO	September 19, 2006	3146914
ORTHOPICK	December 21, 2010	3895169
JOURNEY	December 21, 2010	3895168
FLEXGUARD	December 21, 2010	3895167
PLACKERS	March 2, 2010	3754249
SMILESONIC	April 27, 2010	3782662
WHITENING WRAPAROUNDS	February 16, 2010	3748722
SMILESONIC	December 29, 2009	3732630
EASYSPIIN	September 8, 2009	3681411

### U.S. Trademark Applications

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
ALL-AROUND	August 3, 2011	85387921
EASEBETWEEN	July 29, 2011	85384529
Design only	July 15, 2011	85372372
RIGHT ANGLE	July 15, 2011	85372223
MICRO MINT	July 15, 2011	85372130
XTREME WHITENING WRAPS	May 28, 2010	85050040
HD XTREME	April 15, 2010	85014539
CLINICAL GRADE	October 20, 2010	85156648
GENTLEPICKS	January 14, 2011	85217621
SMARTGRIP CONTOUR	November 19, 2010	85180756
CLINICAL GRADE	October 20, 2010	85156652
ORBITFLEX	October 15, 2010	85153375



SAY GOOD NIGHT TO SNORING	October 12, 2010	85150242
AIR-FLOW TECHNOLOGY	October 12, 2010	85150237
NATURAL BIO-SCIENCE TECHNOLOGY	August 30, 2010	85118328
ADVANCED FORM FITTING TECHNOLOGY	July 15, 2010	85085637
PLACKERS	July 9, 2009	77777983
ACCUBRUSH	February 5, 2010	77928752
RETREAT	October 28, 2009	77858976
GENTLESLIDE	November 3, 2009	77863707
ANGLESLIDE	November 3, 2009	77863705
SOFSLIDE	November 3, 2009	77863697
GET FLOSSED	September 16, 2009	77827445
BREATHSENSE	December 22, 2009	77899412
WHITENING ENERGIZER	November 19, 2009	77876539
ABRIDGE	November 3, 2009	77863708
TWINSLIDE	November 3, 2009	77863700
BEE SOURCE	October 8, 2009	77844671
ORATRENDS	March 31, 2009	77618594

**SCHEDULE 2**

**U.S. Patents**

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Toothbrush Design (Infinity)	EP001055131	15-Feb-11
Portion of toothbrush (Orbit Flex)	D640,059S	6/21/2011
Auto pressure release toothbrush	7,281,289	16-Oct-07
Flosser - Double	D607,152	29-Dec-09
Flosser - Right-Angle	D607,606	05-Jan-10
Flosser - Right-Angle	D606,706	22-Dec-09
Flosser - Folding pick	D612,104	16-Mar-10
Flosser w/bendabale head	D533965	19-Dec-06
Flosser w/bendabale head	7,370,658	13-May-08
Flosser - Animate	D455232	02-Apr-02
Flosser - Animate	D443113	29-May-01
Flosser - Folding pick	D410115	18-May-99
Flosser - tongue scraper	D489490	04-May-04
Flosser - Animate	D456566	30-Apr-02
Flosser - Animate	D408589	20-Apr-99
Flosser with two gripping surfaces	5,911,229	15-Jun-99
Flosser holder & package	4,807,752	28-Feb-89
Flosser - Dual Strand	D401701	24-Nov-98
Flosser - Dual Strand	5,692,531	02-Dec-97
Flosser - bendable side wings	6,065,479	23-May-00
Flosser - Tensioning	5,538,023	23-Jul-96
Flosser - Loop	5,086,792	11-Feb-92
Flosser - Animate	5,829,458	01-Jul-00
Flosser - Folding pick	5,829,458	03-Nov-98
Toothbrush design (Fusion)	D622,509	31-Aug-10
Toothbrush design (Dynafresh)	D599,558	08-Sep-09
Toothbrush design (Inspire)	D614,405	27-Apr-10
Tooth cleaning device (Disposable with flosser)	EP001164057	09-Aug-09
Toothbrush design (Tango) Ultimate replacement heads	D598,198	18-Aug-09
SmileSonic	D598,653	25-Aug-09
Interdental cleaning tool (Super Soft)	EP000992706	01-Oct-08
Music Toothbrush	D585,197 S	02-Jul-08
Dental Floss Holder (Flossup with Interdental Brush)	EP1,935,370 A1	25-Jun-08
Interdental cleaning tool (Super Soft)	D594,984	23-Jun-09
Toothbrush design (Tango) - Ultimate drive unit	D577,492	30-Sep-08
Orbit II (revised design)	D566,401	15-Apr-08
Interdental device (Floss-stick with pick)	D571,043	10-Jun-08
Toothbrush design (Polaris)	D549,459	28-Aug-07
Toothbrush design (Teardrop)	D549,460	28-Aug-07

Toothbrush bristle design (Easyflex Replacement head)	D579,664	04-Nov-08
Dental floss device (EasyClean Flosser)	7,204,257	17-Apr-07
Dental floss device design (Floss Up Upgrade)	D532,934	28-Nov-06
Toothbrush design (Orbit)	D535,823	13-Mar-06
Electric toothbrush design (Slimline)	D512,224	06-Dec-05
Dental floss device (EasyClean Flosser)	D525,392	18-Jun-04
Toothbrush handle design (Smart Grip)	D480,877	21-Oct-03
Bristle design (Xtreme)	D475,532	10-Jun-03
Toothbrush design (Xtreme)	D475,200	03-Jun-03
Pump Toothbrush (GushBrush)	D467,432	24-Dec-02
Bristle design (All Pro)	D464,799	29-Oct-02
Toothbrush design (All Pro)	D462,528	10-Sep-02
Foldable Toothbrush (Premier Travel Toothbrush)	D429,888	29-Aug-00
Denture brush (Grande Denture Brush)	5,465,449	14-Nov-95

### U.S. Patent Applications

<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Gen III Mouthguard	3/9/2010	29/357965
Dual Strand Flosser	3/8/2011	PCT/US2011/27529
Enlarged Flosser Arm (Gentle Slide)	5/4/2011	13/100682
Toothbrush head (SmileSonic professional)	11/12/2010	29/378996
Toothbrush with moveable head portion (Orbit Flex)	2/10/2011	13024593
Cold Sore Formulation and Related Method of Manufacture	3/3/2011	13/039,993
Oral Orthosis (Easy fit anti-snoring device)	01-Jan-10	TBD
SmileSonic	21-Apr-09	29,335,758
Toothbrush Design (Infinity)	26-Jun-08	29/320,427
Dental Floss Holder (Flossup with Interdental Brush)	26-Jun-08	20,080,149,134
Oral Care Layer and Method of Manufacture (Ranir OCL)	06-Mar-08	20,080,220,032
Flavored Oral Care Strip (Flavor Glitter)	TBD	11/687,948
Device and Method for Delivering an Oral Care Agent (Nonwoven Wraps)	10-Nov-04	20,060,099,550
Device and Method for Delivering an Oral Care Agent (Foam Wraps)	02-Jul-02	20,040,005,277