

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zest IP Holdings, LLC		02/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	One Citizens Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1783818	CHAIRSIDE
Registration Number:	2559602	LOCATOR
Registration Number:	3133390	X-2
Registration Number:	1853025	ZAAG
Registration Number:	989049	ZEST
Registration Number:	1251485	ZEST
Registration Number:	3816272	ZEST ANCHOR

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

900187844

REEL: 004510 FRAME: 0507

CH \$190.00 1783818

ATTORNEY DOCKET NUMBER:	726018-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/29/2011
Total Attachments: 4 source=3-29-11 Zest-TM#page1.tif source=3-29-11 Zest-TM#page2.tif source=3-29-11 Zest-TM#page3.tif source=3-29-11 Zest-TM#page4.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Zest IP Holdings, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>limited liability company</u> Citizenship (see guidelines) <u>Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>RBS Citizens, N.A.</u> Internal Address: _____ Street Address: <u>One Citizens Plaza</u> City: <u>Providence</u> State: <u>RI</u> Country: <u>USA</u> Zip: <u>02903</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>national bank</u> Citizenship <u>U.S.</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>February 15, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Intellectual Property Collateral Agreement</u>		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): SEE ATTACHED SCHEDULE A	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Sheila Kaupas</u> Internal Address: <u>c/o Drinker Biddle & Reath LLP</u> Street Address: <u>500 Campus Drive</u> City: <u>Florham Park</u> State: <u>NJ</u> Zip: <u>07932</u> Phone Number: <u>(973) 549-7149</u> Fax Number: <u>(973) 360-9831</u> Email Address: <u>sheila.kaupas@dbr.com</u>		6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
9. Signature: <u>Kevin J. Walsh</u> Signature Name of Person Signing		8. Payment Information: Deposit Account Number _____ Authorized User Name _____ Date: <u>3-28-11</u> Total number of pages including cover sheet, attachments, and document: 4	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

THIS INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "Agreement") is made by and between RBS CITIZENS, N.A., as collateral agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, "Collateral Agent"), and ZEST IP HOLDINGS, LLC, a Delaware limited liability company (together with its respective successors and assigns, "Grantor" and together with each other and each additional Grantor (pursuant to Section 7.16 of the Guaranty and Collateral Agreement defined below) and their successors and assigns, collectively, "Grantors").

WHEREAS, Grantor owns all right, title and interest in and to certain U.S. patents, trademarks, copyrights and tradenames, including those listed on the annexed Schedule A (collectively, the "Intellectual Property");

WHEREAS, Zest Holdings, LLC, the direct parent of Grantor ("Borrower"), Collateral Agent, the Lenders (as that term is defined in the Credit Agreement defined below) and certain other parties entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to extend credit to Borrower on the terms and conditions described therein;

WHEREAS, Grantor is obligated to Collateral Agent pursuant to a Guaranty and Collateral Agreement dated as of the date hereof (as the same has been amended, restated, modified, supplemented and/or replaced from time to time, the "Guaranty and Collateral Agreement") in favor of Collateral Agent; and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantor granted to Collateral Agent a security interest in all right, title and interest of Grantor in and to, among other things, the Intellectual Property, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Intellectual Property and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

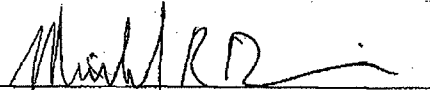
IN WITNESS WHEREOF, this Intellectual Property Collateral Agreement is duly executed on behalf of Grantors this 15th day of February, 2011.

ZEST IP HOLDINGS, LLC

By: Zest Holdings, LLC
its sole member

By: Zest Intermediate Holdings, LLC
its sole member

By: Zest Anchors, Inc.
its sole member

By: 
Name: Michael R. Denvir
Title: Vice President

SCHEDULE A

PATENTS, TRADEMARKS, COPYRIGHTS AND TRADENAMES

Trademark	Federal/State	Registration No.
CHAIRSIDE	Federal	1783818
LOCATOR	Federal	2559602
PREEMIDENT	Federal	Pending
SATURNO	Federal	Pending
X-2	Federal	3133390
ZAAG	Federal	1853025
ZEST	Federal	989049
ZEST	Federal	1251485
ZEST ANCHOR	Federal	3816272

Patent	Federal/State	Registration No.
Denture Anchoring System	Federal	5092770
Dental Anchor Assembly	Federal	5417570
Dental Attachment Assembly	Federal	6030219
Dental Attachment Assembly	Federal	6299447
Dental Attachment Assembly and Method	Federal	6981871
Dental Attachment Assembly and Method	Federal	7704076
Dental Anchor Apparatus and Method	Federal	Pending (App. # 12/537863)
Dental Attachment Assembly and Method	Federal	Pending (App. # 12/722652)
O-Ring Insertion Tool and Method	Federal	Pending (App. # 12/822852)
Dental Attachment Assembly and Methods	Federal	Pending (App. # 61/357337)

Copyright	Federal/State	Registration No.
Overdentures Using Zest Anchor Attachments. PA 79-850	Federal	V3586D022