

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zest Anchor, Inc.		12/31/2009	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Zest IP Holdings, LLC
Street Address:	2061 Winerdige Place, Ste 100
City:	Escondido
State/Country:	CALIFORNIA
Postal Code:	92029
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	77640772	ZEST ANCHOR
Registration Number:	0989049	ZEST
Registration Number:	1251485	ZEST
Registration Number:	1783818	CHAIRSIDE
Registration Number:	1853025	ZAAG
Registration Number:	2559602	LOCATOR
Registration Number:	3133390	X-2

**CORRESPONDENCE DATA**

Fax Number:

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

Email: jkim@mayerbrown.com

Correspondent Name: Jonathan Kim

Address Line 1: 71 South Wacker Drive

Address Line 2: Mayer Brown LLP

Address Line 4: Chicago, ILLINOIS 60606

CH \$190.00 77640772

NAME OF SUBMITTER:	Jonathan H. Kim
Signature:	/Jonathan H. Kim/
Date:	06/25/2012
<b>Total Attachments: 9</b> source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif source=Trademark_Assignment#page3.tif source=Trademark_Assignment#page4.tif source=Trademark_Assignment#page5.tif source=Trademark_Assignment#page6.tif source=Trademark_Assignment#page7.tif source=Trademark_Assignment#page8.tif source=Trademark_Assignment#page9.tif	

**ASSIGNMENT OF TRADEMARK RIGHTS**

THIS ASSIGNMENT of Trademark Rights ("Trademark Assignment") dated as of the 31<sup>st</sup> day of December, 2009 ("Effective Date"), is by Zest Anchors, Inc., a California corporation ("Assignor") to Zest IP Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Bill of Sale, General Assignment and Conveyance, dated as of December 31, 2009 (the "Bill of Sale"), pursuant to which Assignor has agreed to sell Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined therein at Section 2); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's trademark registrations and applications, pending or subsisting and common law trademark rights, as set forth in Schedule A ("Trademarks"), which is annexed hereto and incorporated herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby assigns, transfers and conveys to Assignee, and Assignee accepts, all of Assignor's right, title and interest throughout the world in and to all Trademarks, together with: (i) Assignor's registrations and (ii) goodwill for the business symbolized by and associated with the Trademarks and such registrations. This Assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks, the registrations thereof, or the goodwill symbolized by or associated with the Trademarks or such registrations; (B) bring any proceeding in the U.S. Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the Trademarks; and (C) to collect any income, royalties and payments arising after the Closing Date by virtue of the use thereof.

Assignor hereby agrees to assist Assignee in any reasonable manner to perfect Assignee's right, title and interest in and to the Trademarks in the U.S. or any other country, including, without limitation, complying with all reasonable requests and instructions and any requests for documentation required by the United States or a foreign Trademark Office, and promptly executing and delivering all documents requested by Assignee and required by any Trademark Office. Assignor further agrees to cooperate with Assignee to accomplish the filing of all instruments of transfer for the Trademarks in each jurisdiction. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

This Trademark Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to the applicable principles of conflict of laws.

This Trademark Assignment shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

If any part of this Trademark Assignment shall be held by a court of competent jurisdiction to be void, invalid or inoperative, the remaining provisions of this Assignment shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidation.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

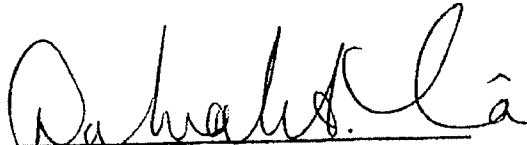
ZEST ANCHORS, INC.

By: Paul Zuest  
Name: PAUL ZUEST  
Title: PRESIDENT

STATE OF State of California  
)  
COUNTY OF County of San Diego SS.

Deborah A. Lima  
I, a notary public, in and for the county and state aforesaid, do hereby certify that  
Paul Zvest, known to me to be the President of Zest Anchors, appeared  
before me this day in person and acknowledged that he signed the above and foregoing  
instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this day 30  
of Dec., 2009.

  
Notary Public

My commission expires: 11-2-13



**ACKNOWLEDGED AND ACCEPTED:**

ZEST IP HOLDINGS, LLC

By: Zest Acquisition Corp.  
its Sole Member

By:  \_\_\_\_\_

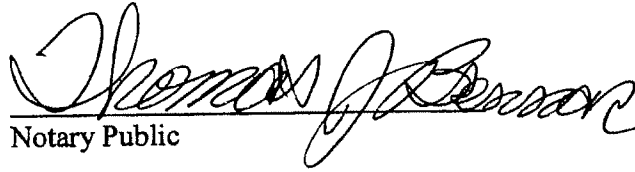
Name: Michael R. Denvir

Title: Vice President, Secretary and Treasurer

STATE OF N.Y. )  
 )  
COUNTY OF Dutchess ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Michael Penn known to me to be the VP Sec-Treas of 25th Acquisition appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this day 30<sup>th</sup> of December, 2009.

  
Notary Public

My commission expires: August 21, 2013

THOMAS J. BRENNAN  
Notary Public, State of New York  
No. 01BR5048229  
Qualified in Dutchess County  
Commission Expires Aug. 21, 2013

SCHEDULE A: TRADEMARKS

Trademark	Status	App. No.	Reg. No.	Country Name	Designations	Class	App. Date	Reg. Date
ZEST ANCHOR	Pending	77/640,772		U.S.		10	29-Dec.-2008	
ZEST ANCHOR	Pending		994329	WIPO	Australia, CTM, Japan, South Korea, Switzerland	10	9-Feb.-2009	
ZEST ANCHOR	Pending	1428526		Canada		10	23-Feb.-2009	
ZEST ANCHOR	Pending	2009/03070		South Africa		10	19-Feb.-2009	
ZAAG	Issued	74/391,762	1,853,025	U.S.		10	17-May-1993	6-Sept.-1994
ZAAG	Issued	739015	447619	Canada		10	15-Oct.-1993	15-Sept.-1995
ZAAG	Issued	73817	73817	CTM		10	1-Apr.-1996	20-Jan.-1999
ZAAG	Issued	93488119	93448119	France		10	18-Oct.-1993	18-Oct.1993
ZAAG	Issued	W11570/10 WZ	2076232	Germany		10	20-Oct.-1993	29-Aug.-1994
ZAAG	Issued	M193C00736 5	677950	Italy		10	27-Oct.-1993	14-May-1996



Trademark	Status	App. No.	Reg. No.	Country Name	Designations	Class	App. Date	Reg. Date
ZEST	Issued	73/374,136	1,251,485	U.S.		5	12-July-1982	20-Sept.-1983
ZEST	Issued	72/461,227	989,049	U.S.		10	25-June-1973	12-July-1974
ZEST	Issued	472007	277034	Canada		10	29-June-1981	25-Feb.-1983
ZEST	Issued	362175	A362175	Australia		10	2-July-1981	2-July-1981
ZEST	Issued	1156221	1156221	U.K.		10	22-June-1981	4-Aug.-1982
ZEST	Issued	3890	320297	Switzerland		10	5-July-1982	5-July-1982
ZEST	Pending	40-2009-0007681		S. Korea		10	19-Feb.-2009	
ZEST	Issued	56-S2100	1709319	Japan		10	19-June-1981	28-Aug.-1984
ZEST	Issued	1032668	1032668	Germany		10	23-June-1981	23-June-1981
ZEST	Issued	121269	121269	Greece		10	13-Oct.-1994	17-Sept.-1997
ZEST	Issued	600787	1669886	France		10	25-June-1981	25-June-1981
ZEST	Issued	73908	73908	CTM		10	1-Apr.-1996	3-Mar.-1998

Trademark	Status	App. No.	Reg. No.	Country Name	Designations	Class	App. Date	Reg. Date
ZEST	Issued	MI94C00896 4	699482	Italy		10	4-Oct.-1994	24-Dec.- 1996
LOCATOR	Pending	1428523		Canada		10	23-Feb.-2009	
LOCATOR	Issued	6193701	6193701	CTM		10	13-Aug.-2007	18-Aug.- 2008
LOCATOR	Pending	2009/03071		South Africa		10	19-Feb.-2009	
LOCATOR	Issued: Germany France Switzer- land Australia Spain S. Korea		820102	WIPO	Germany, France Switzerland, Australia, Spain, CTM, Korea Japan	10		
LOCATOR	Pending: CTM Japan							
LOCATOR	Issued	75/818,127	2,559,602	U.S.		10	8-Oct.-1999	9-Apr.- 2002
X - 2	Pending	1428525		Canada		10	23-Feb.-2009	
X - 2	Pending	2009/03071		South Africa*		10	19-Feb.-2009	

Trademark	Status	App. No.	Reg. No.	Country Name	Designations	Class	App. Date	Reg. Date
X - 2			997306	WIPO	Australia, CTM Japan, S. Korea Switzerland	10		
X - 2	Issued	76/393,536	3,133,390	U.S.		10	8-Apr.-2002	22-Aug.- 2006
CHAIRSIDE	Issued	74/320,396	1,783,818	U.S.		5	10-June-1992	27-July- 1993