

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
Zest IP Holdings, LLC		08/16/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Collateral Agent: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	72461227	ZEST
Serial Number:	73374136	ZEST
Serial Number:	74320396	CHAIRSIDE
Serial Number:	74391762	ZAAG
Serial Number:	75818127	LOCATOR
Serial Number:	77640772	ZEST ANCHOR
Serial Number:	85105122	SATURNO
Serial Number:	85709366	
Serial Number:	85709344	
Serial Number:	85709331	
Serial Number:	85709298	
Serial Number:	85709285	
Serial Number:	85709244	
Serial Number:	85709227	

TRADEMARK

Serial Number:	85709212	
Serial Number:	85709190	
Serial Number:	85709133	
Serial Number:	85709111	

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2123108000
Email: sarah.davis@weil.com, brian.lee@weil.com
Correspondent Name: Sarah Davis
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	18866.0039/ S. DAVIS
NAME OF SUBMITTER:	Sarah Davis
Signature:	/Sarah Davis/
Date:	08/20/2013

Total Attachments: 5
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Agreement”), dated as of August 16, 2013, is entered into by Zest IP Holdings, LLC, a Delaware limited liability company with principal offices at 2061 Wineridge Place Escondido, CA 92029, (the “Grantor”), and Deutsche Bank AG New York Branch (the “Grantee”), having its principal offices at 60 Wall Street, New York, NY 10005, as collateral agent (the “Collateral Agent”).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto, provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein)(collectively, the “Trademarks”);

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Second Lien Pledge and Security Agreement, dated as of August 16, 2013, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Second Lien Security Agreement”), the Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Second Lien Security Agreement) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Second Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the Second Lien Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Trademarks of the United States to record this security interest in the Trademarks.

iv. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Second Lien Security Agreement, assign any right, duty or obligation hereunder.

vi. Counterparts

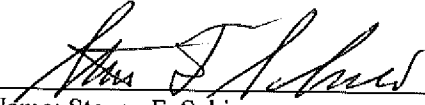
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:


ZEST IP HOLDINGS, LLC

By: 
Name: Steven F. Schiess
Title: President and Chief Executive Officer

DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent

By: 

Name: Anca Trifan
Title: Managing Director

By: 

Name: Peter Cucchiara
Title: Vice President

SCHEDULE A

TRADEMARKS

Mark	Serial #	Filing Date	Reg #	Reg Date
ZEST	72461227	06/25/1973	0989049	07/23/1974
ZEST	73374136	07/12/1982	1251485	09/20/1983
CHAIRSIDE	74320396	10/06/1992	1783818	07/27/1993
ZAAG	74391762	05/17/1993	1853025	09/06/1994
LOCATOR	75818127	10/08/1999	2559602	04/09/2002
ZEST ANCHOR	77640772	12/29/2008	3816272	07/13/2010
SATURNO	85105122	08/11/2010	4119229	03/27/2012
[Design only]	85709366	08/21/2012		
[Design only]	85709344	08/21/2012		
[Design only]	85709331	08/21/2012		
[Design only]	85709298	08/21/2012		
[Design only]	85709285	08/21/2012		
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