

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465725

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zest IP Holdings, LLC		03/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A		
<b>Street Address:</b>	1615 Brett Road		
<b>Internal Address:</b>	Ops III		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87542304	BULK EZ	
<b>Serial Number:</b>	87542326	BULKEZ	
<b>Serial Number:</b>	87542337	CEMEZ	
<b>Serial Number:</b>	86406636	CHAIRSIDE	
<b>Serial Number:</b>	86530654	CHAIRSIDE	
<b>Serial Number:</b>	86781181	DURATEC	
<b>Serial Number:</b>	86775560	F-TX	
<b>Serial Number:</b>	87354318	INTELLITEK	
<b>Serial Number:</b>	87688164	INTELLITEK	
<b>Serial Number:</b>	87545477	IVERI	
<b>Serial Number:</b>	75818127	LOCATOR	
<b>Serial Number:</b>	85709111		
<b>Serial Number:</b>	85709285		
<b>Serial Number:</b>	85709212		
<b>Serial Number:</b>	85709244		
<b>Serial Number:</b>	85709133		
<b>Serial Number:</b>	85709227		
<b>Serial Number:</b>	85709190		
<b>TRADEMARK</b>			

CH \$765.00 87542304

Property Type	Number	Word Mark
Serial Number:	86824845	LOCATOR F-TX
Serial Number:	86824880	LOCATOR R-TX
Serial Number:	78472680	PERIOSCOPY
Serial Number:	86775581	R-TX
Serial Number:	85105122	SATURNO
Serial Number:	74391762	ZAAG
Serial Number:	87142097	ZD ZEST DENTAL SOLUTIONS
Serial Number:	87142101	ZD ZEST DENTAL SOLUTIONS
Serial Number:	72461227	ZEST
Serial Number:	77640772	ZEST ANCHOR
Serial Number:	86950858	ZEST DENTAL SOLUTIONS
Serial Number:	86950873	ZEST DENTAL SOLUTIONS

**CORRESPONDENCE DATA**

**Fax Number:** 2128594000

*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

**NAME OF SUBMITTER:** Mark J Konzelmann

**SIGNATURE:** /Mark J Konzelmann/

**DATE SIGNED:** 03/15/2018

**Total Attachments: 7**

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TRADEMARK 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 Citibank, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First 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., a Delaware corporation, 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, Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent, and the various other parties thereto and (b) that certain First 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 Trademarks 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 “Trademark Collateral”); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.


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 Trademark 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

CITIBANK, N.A., as Collateral Agent

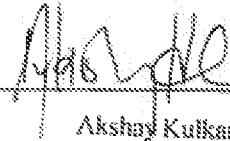
By: \_\_\_\_\_  
Name:  
Title:

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

CITIBANK, N.A., as Collateral Agent

By:  \_\_\_\_\_  
Name: Akshay Kulkarni  
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

Schedule I  
to Trademark Security Agreement

Loan Party	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Zest IP Holdings, LLC	BULK EZ	87542304	7/25/2017		
Zest IP Holdings, LLC	BULKEZ	87542326	07/25/2017		
Zest IP Holdings, LLC	CEMEZ	87542337	7/25/2017		
Zest IP Holdings, LLC	CHAIRSIDE	86/406,636	09/25/2014	4,723,802	04/21/2015
Zest IP Holdings, LLC	CHAIRSIDE	86/530,654	02/10/2015	4,994,184	07/05/2016
Zest IP Holdings, LLC	DURATEC	86/781,181	10/07/2015	5,355,611	12/12/2017
Zest IP Holdings, LLC	F-TX	86/775,560	10/01/2015		
Zest IP Holdings, LLC	INTELLITEK	87/354,318	03/01/2017		
Zest IP Holdings, LLC	INTELLITEK	87/688,164	11/16/2017		

Loan Party	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Zest IP Holdings, LLC	IVERI	87545477	7/27/2017		
Zest IP Holdings, LLC	LOCATOR	75/818,127	10/08/1999	2,559,602	04/09/2002
Zest IP Holdings, LLC	LOCATOR (Design in Blue-Male)	85/709,111	08/21/2012	4,622,637	10/14/2014
Zest IP Holdings, LLC	LOCATOR (Design in Green-Male)	85/709,285	08/21/2012	4,618,876	10/07/2014
Zest IP Holdings, LLC	LOCATOR (Design in Grey-Male)	85/709,212	08/21/2012	4,618,873	10/07/2014
Zest IP Holdings, LLC	LOCATOR (Design in Orange-Male)	85/709,244	08/21/2012	4,618,875	10/07/2014
Zest IP Holdings, LLC	LOCATOR (Design in Pink-Male)	85/709,133	08/21/2012	4,622,638	10/14/2014
Zest IP Holdings, LLC	LOCATOR (Design in Red-Male)	85/709,227	08/21/2012	4,618,874	10/07/2014
Zest IP Holdings, LLC	LOCATOR (Design-Clear Male)	85/709,190	08/21/2012	4,622,639	10/14/2014
Zest IP Holdings, LLC	LOCATOR F-TX	86/824,845	11/18/2015	5,101,790	12/13/2016



Loan Party	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Zest IP Holdings, LLC	LOCATOR R-TX	86/824,880	11/18/2015	5,101,791	12/13/2016
Zest IP Holdings, LLC	PERIOSCOPY	78/472,680	08/24/2004	3,163,629	10/24/2006
Zest IP Holdings, LLC	R-TX	86/775,581	10/01/2015		
Zest IP Holdings, LLC	SATURNO	85/105,122	08/11/2010	4,119,229	03/27/2012
Zest IP Holdings, LLC	ZAAG	74/391,762	05/17/1993	1,853,025	09/06/1994
Zest IP Holdings, LLC	ZD ZEST DENTAL SOLUTIONS Logo	87/142,097	08/17/2016		
Zest IP Holdings, LLC	ZD ZEST DENTAL SOLUTIONS Logo	87/142,101	08/17/2016		
Zest IP Holdings, LLC	ZEST	72/461,227	06/25/1973	989,049	07/23/1974
Zest IP Holdings, LLC	ZEST ANCHOR	77/640,772	12/29/2008	3,816,272	07/13/2010
Zest IP Holdings, LLC	ZEST DENTAL SOLUTIONS	86/950,858	03/23/2016	5,351,265	12/5/2017
Zest IP Holdings, LLC	ZEST DENTAL SOLUTIONS	86/950,873	03/23/2016	5,355,760	12/12/2017