

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zest IP Holdings, LLC		03/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	toronto		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	Chartered Bank: ONTARIO		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	87542304	BULK EZ	
Serial Number:	87542326	BULKEZ	
Serial Number:	87542337	CEMEZ	
Serial Number:	86406636	CHAIRSIDE	
Serial Number:	86530654	CHAIRSIDE	
Serial Number:	86781181	DURATEC	
Serial Number:	86775560	F-TX	
Serial Number:	87354318	INTELLITEK	
Serial Number:	87688164	INTELLITEK	
Serial Number:	87545477	IVERI	
Serial Number:	75818127	LOCATOR	
Serial Number:	85709111		
Serial Number:	85709285		
Serial Number:	85709212		
Serial Number:	85709244		
Serial Number:	85709133		
Serial Number:	85709227		
Serial Number:	85709190		
TRADEMARK			

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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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Supplement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement referred to below), including liens and security interests granted to Citibank, N.A., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of March 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Ivory Holdco, Inc., Ivory Merger Sub, Inc., Zest Acquisition Corp., the lenders party thereto, the other parties thereto, and Citibank, N.A., as administrative agent and collateral agent (in such capacity, the “First Lien Collateral Agent”) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement dated as of March 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Closing Date Intercreditor Agreement”), among Citibank, N.A., as senior representative, Royal Bank of Canada, as junior representative, and the other agents and representatives party thereto, as acknowledged by Ivory Holdco, Inc., Ivory Merger Sub, Inc., Zest Acquisition Corp. and the other grantors party thereto. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Agreement, the terms of the Closing Date Intercreditor Agreement shall govern.

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 Royal Bank of Canada, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Second 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, Royal Bank of Canada, as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent, and the various other parties thereto and (b) that certain Second 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

ROYAL BANK OF CANADA, as Collateral Agent

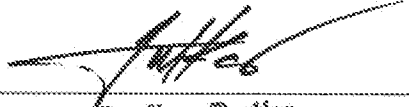
By: _____
Name:
Title:

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

ROYAL BANK OF CANADA, as Collateral Agent

By:  _____
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page to Second 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