

EXHIBIT A

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>
AQUA BAR Plus Design	1,801,499
AQUA BAR Logo	680,432
AQUARIUS	717,876
AQUARIUS	737,544
BREAKSTATION Plus Design	1,787,456
DIAL-A-DRINK	1,367,498
FRESHSHIELD	2,574,607
FRESHSTART	2,800,635
JEWELTONES	2,546,023
OASIS & Design (Two Palm)	507,618
OASIS Plus Tri-Palm Device	2,287,264
OASIS	982,171
OASIS	2,498,482
OASIS Plus Palm Tree Design	1,776,403
OASIS	739,747
OASIS	805,948
OASIS	739,633
RR	2,575,164
OASIS RHINO TOUGH WATER COOLERS and Design	2,262,337
THE WORD FOR WATER COOLERS WORLDWIDE	2,482,538
Tri-Palm Design	2,363,636
VERSACOOLER	1,851,076
WATERGUARD	1,357,883
HIDE-AWAY	822,843
OASIS	1,621,511

<u>Trademark Application</u>	<u>Application/Serial Number</u>
WATERHOUSE	78/119,688
FRESHSTART and Logo	78/018,907
OASIS WATERING HOLE	78/079,481

• ROCKWELL BELL	78/131,874
WINE HOUSE	78/305,613
WATERSOLUTIONS BY OASIS	78/335,871
WATERSOLUTIONS BY SUNROC	78/335,881
INTRACARE (Intent to Use)	78/440,606
CIRRUS (Intent to Use)	78/454,936
C3 (Intent to Use)	78/454,934
INSTAFILTER (Intent to Use)	78/468,614
PROSELECT (Intent-to-Use)	78/471,988
PROSELECT FILTRATION (Intent-to-Use)	78/471,981
PROSELECT HOT (Intent-to-Use)	78/471,975
PROSELECT CHILL (Intent-to-Use)	78/471,969
PROSELECT FAUCET (Intent-to-Use)	78/471,964

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated February 10, 2005, is by and between OASIS CORPORATION, an Ohio corporation ("Debtor"), with its chief executive office at 265 North Hamilton, Columbus, Ohio 43213 and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity "Secured Party"), having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and the parties to the Loan Agreement as lenders (each individually a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor and Sunroc LLC ("Sunroc" and together with Debtor, each individually a "Borrower" and collectively, "Borrowers") as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the

following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Secured Party or any Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (except as otherwise set forth in the Loan Agreement), and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder promptly after Secured Party's written request therefor, or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment,

which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party ten (10) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Except as otherwise stated in the Loan Agreement, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of

intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal (other than attorneys' fees), travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois, whichever Secured Party may elect and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good

faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Oasis Corporation 265 North Hamilton Columbus, Ohio 43213 Attention: Chief Executive Officer Telephone No.: (614) 861-1350 Telecopy No.: (614) 861-5750
If to Secured Party:	Congress Financial Corporation (Central), as Agent 150 South Wacker Drive, Suite 2200 Chicago, Illinois 60606-4202 Attention: Portfolio Manager Telephone No.: 312-332-0420 Telecopy No.: 312-332-0424

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party any Lender and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such term in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

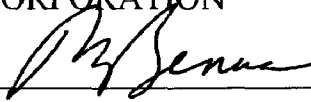
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

OASIS CORPORATION

By: 

Title: PRESIDENT

CONGRESS FINANCIAL CORPORATION
(CENTRAL), AS AGENT

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

OASIS CORPORATION

By: _____

Title: _____

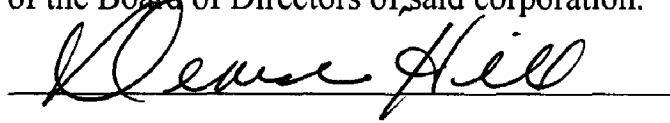
CONGRESS FINANCIAL CORPORATION
(CENTRAL), AS AGENT

By: *[Signature]*

Title: First Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of February, 2005, before me personally came Peter L. Benua, to me known, who being duly sworn, did depose and say, that he is the President of OASIS CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

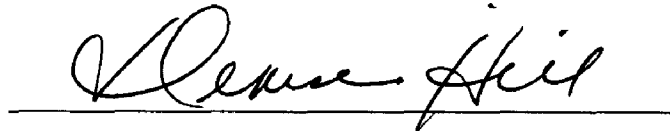


Notary Public

DENISE HILL
Notary Public, State of New York
No. 01PI5061909
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 17, 20...06

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of February, 2005, before me personally came THOMAS GILL ELMORE to me known, who, being duly sworn, did depose and say, that he is the FIRST VICE PRES. of CONGRESS FINANCIAL CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

DENISE HILL
Notary Public, State of New York
No. 01PI5061909
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 17, 20...06

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS – OHIO & DOMESTIC

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
OASIS Ohio	TM8571	9/22/1988	2/23/2009
AQUA BAR Plus Design	1,801,499	10/26/1993	10/26/2013
AQUA BAR Logo	680,432	6/16/1959	6/16/2009
AQUARIUS	717,876	7/04/1961	7/04/2011
AQUARIUS	737,544	9/11/1962	9/11/2012
BREAKSTATION Plus Design	1,787,456	8/10/1993	8/10/2013
DIAL-A-DRINK	1,367,498	10/29/1985	10/29/2005
FRESHSHIELD	2,574,607	5/28/2002	5/28/2012
FRESHSTART	2,800,635	12/30/2003	12/30/2013
JEWELTONES	2,546,023	3/12/2002	3/12/2012
OASIS & Design (Two Palm)	507,618	3/15/1949	3/15/2009
OASIS Plus Tri-Palm Device	2,287,264	10/19/1999	10/19/2009
OASIS	982,171	4/16/1974	4/16/2014
OASIS	2,498,482	10/16/2001	10/16/2011
OASIS Plus Palm Tree Design	1,776,403	6/15/1993	6/15/2003
OASIS	739,747	10/23/1962	10/23/2012
OASIS	805,948	3/22/1966	3/22/2006
OASIS	739,633	10/23/1962	10/23/2012
RR	2,575,164	6/04/2002	6/04/2012
OASIS RHINO TOUGH WATER COOLERS and Design	2,262,337	7/20/1999	7/20/2009
THE WORD FOR WATER COOLERS WORLDWIDE	2,482,538	8/28/2001	8/28/2011
Tri-Palm Design	2,363,636	7/04/2000	7/04/2010
VERSACOOLER	1,851,076	8/23/1994	8/23/2014

WATERGUARD	1,357,883	9/03/1985	9/03/2005
HIDE-AWAY	822,843	1/24/1967	1/24/2007
OASIS	1,621,511	11/06/1990	11/06/2010
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	
WATERHOUSE	78/119,688	4/04/2002	
FRESHSTART and Logo	78/018,907	7/29/2000	
OASIS WATERING HOLE	78/079,481	8/16/2001	
ROCKWELL BELL	78/131,874	5/29/2002	
WINE HOUSE	78/305,613	9/25/2003	
WATERSOLUTIONS BY OASIS	78/335,871	12/03/2003	
WATERSOLUTIONS BY SUNROC	78/335,881	12/03/2003	
INTRACARE (Intent to Use)	78/440,606	6/24/2004	
CIRRUS (Intent to Use)	78/454,936	7/22/2004	
C3 (Intent to Use)	78/454,934	7/22/2004	
INSTAFILTER (Intent to Use)	78/468,614	8/17/2004	
PROSELECT (Intent-to-Use)	78/471,988	8/23/2004	
PROSELECT FILTRATION (Intent-to-Use)	78/471,981	8/23/2004	
PROSELECT HOT (Intent-to-Use)	78/471,975	8/23/2004	
PROSELECT CHILL (Intent-to-Use)	78/471,969	8/23/2004	
PROSELECT FAUCET (Intent-to-Use)	78/471,964	8/23/2004	

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS - INTERNATIONAL

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
OASIS Albania	8908	2/07/2001	2/07/2011
OASIS Plus Tri-Palm Device Albania	8920	2/07/2001	2/07/2011
FRESHGUARD Albania	8926	2/07/2001	2/07/2011
AQUA BAR Argentina	1,995,124	10/14/2004	
OASIS Plus Palm Tree Design Argentina	1,593,136	3/15/1996	3/05/2006
OASIS Plus Tri-Palm Device Argentina	1,772,892	2/01/2000	2/01/2010
FRESHGUARD Argentina	1,884,311	9/06/2002	9/06/2012
WATERGUARD Argentina	1,768,240	12/21/1999	12/21/2010
FRESHSTART Argentina	1,866,599	4/09/2002	4/09/2012
OASIS Plus Palm Tree Design Armenia	2480	10/14/1997	11/20/2005
OASIS Plus Tri-Palm Device Armenia	4366	5/05/1999	6/22/2008
AQUARIUS Australia	238550	5/01/1970	5/01/2005
Tri-Palm Device Australia	847510	8/23/2000	8/23/2010
H2OMECOOLER Australia	876475	5/21/2001	5/21/2011
OASIS Australia	194906	5/25/1965	5/25/2010
OASIS Plus Tri-Palm Device Australia	765580	6/23/1998	6/23/2008

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WATERGUARD Australia	774495	9/30/1998	9/30/2008
OASIS Plus Palm Tree Design Australia	668607	8/02/1995	8/02/2005
AQUA BAR (Madrid Protocol) Australia	897046	1/16/2002	11/06/2011
C3 Australia		8/10/2004	
AQUARIUS Austria	154.093	8/23/1994	8/23/2004
OASIS Plus Palm Tree Design Austria	154.405	9/14/1994	9/30/2014
WATERGUARD Austria	159.771	9/13/1995	9/30/2005
OASIS Plus Palm Tree Design Azerbaijan	981526	9/30/1998	6/10/2014
OASIS Plus Tri-Palm Device Azerbaijan	2000 0670	7/26/2002	6/24/2008
STEAMFRESH Azerbaijan	2003 0372	4/23/2003	
FRESHSHIELD Azerbaijan	2003 0184	3/05/2003	2/08/2011
FRESHGUARD Azerbaijan	2003 0373	4/23/2003	3/28/2011
OASIS Bahamas	17851	9/18/1995	9/18/2009
OASIS Plus Tri-Palm Device Bahamas	21,061	10/27/1998	10/27/2012
OASIS Plus Palm Tree Design Bahamas	17,850	9/18/1995	9/18/2009
OASIS Barbados	81/9881	10/28/1999	10/28/2009
OASIS Plus Palm Tree Design Barbados	81/9880	10/28/1999	10/28/2009

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OASIS Plus Tri-Palm Device Barbados	81/12918	10/25/2000	10/25/2010
AQUARIUS Belarus	14245	9/14/2001	4/21/2009
OASIS Plus Palm Tree Design Belarus	5567	1/21/1997	6/15/2014
OASIS Plus Tri-Palm Device Belarus	15352	5/21/2002	6/18/2008
FRESHGUARD Belize	N/A	N/A	N/A
OASIS Belize	8713	1/23/2001	8/06/2008
SPILLGUARD Belize	83/TM/2001	1/14/2002	10/18/2011
FRESH START Belize	84/TM/2001	1/14/2002	10/18/2011
OASIS Plus Tri-Palm Device Belize	82/TM/2001	1/14/2002	1/14/2007
WATERGUARD Belize	1567673	2/23/1995	2/23/2005
AQUARIUS Benelux	375520	8/20/1981	8/20/2011
OASIS Benelux	7299	2/19/1971	2/19/2011
OASIS Plus Tri-Palm Device Botswana	BW/M/98/00816	9/03/1998	9/03/2008
OASIS Plus Palm Tree Design Brazil	819959596	4/01/2003	4/01/2013
WATERGUARD Brazil	821.108.506	9/11/2001	9/11/2011
FRESHGUARD Bulgaria	42508	7/08/2002	2/08/2001
OASIS Plus Tri-Palm Device Bulgaria	42674	8/16/2002	2/08/2011

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OASIS Bulgaria	42675	8/16/2002	2/08/2011
AQUARIUS Canada	TMA597817	12/17/2003	12/17/2018
AQUA BAR Plus Design Canada	TMA483,086	9/26/1997	9/26/2012
BREAKSTATION (Plus Design) Canada	TMA471,508	2/24/1997	2/24/2012
OASIS Canada	UCA31352	11/12/1947	11/12/2007
OASIS Plus Palm Tree Design Canada	TMA505,726	12/18/1998	12/18/2013
OASIS Plus Tri-Palm Device Canada	TMA579,653	4/16/2003	4/16/2018
AQUARIUS Chile	615,433	1/22/1992	1/03/2012
FRESHGUARD Chile	611842	12/06/2001	12/06/2011
H2OMECOOLER Chilee	620158	6/18/2002	1/29/2012
OASIS Plus Tri-Palm Device Chile	529054	12/02/1998	12/02/2008
OASIS Plus Palm Tree Design Chile	45930	3/28/1996	3/28/2006
EBCO Chile	500.35	12/13/1997	12/31/2007
FRESH START Chile	572.235	7/18/2000	7/18/2010
WATERGUARD Chile	599.129	7/10/2001	7/10/2011
OASIS China	1201351	3/07/1999	8/20/2008
OASIS Plus Tri-Palm Device China	1487203	12/07/2000	12/07/2010

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Palm Tree Design China	1249680	2/21/1999	2/20/2009
Palm Tree Design China	840866	5/21/1996	5/20/2006
H2OMECOOLER China	1920315	1/21/2004	1/20/2014
WATERGUARD China	876733	10/07/1996	10/06/2006
AQUARIUS China	1448565	9/21/2000	9/20/2010
H2OMECOOLER Colombia	250842	7/27/2002	7/27/2012
OASIS Plus Tri-Palm Device Colombia	215731	1/30/1999	1/30/2009
FRESHGUARD Colombia	244078	10/31/2001	10/31/2011
FRESH START Colombia	232414	2/08/2001	2/08/2011
OASIS Colombia	153176	3/30/1994	3/30/2004
OASIS Plus Palm Tree Design Colombia	215731	1/30/1999	1/30/2009
WATERGUARD Colombia	217110	3/26/1999	3/26/2009
STEAMFRESH Costa Rica	129058		1/11/2011
FRESHGUARD Costa Rica	129935	11/21/2001	11/21/2011
FRESHKIT Costa Rica	129936		11/21/2011
SPILLGUARD Costa Rica	129934		11/21/2011
H2OMECOOLER Costa Rica	129925	11/21/2001	11/21/2011
OASIS Costa Rica	43241	11/16/1971	11/16/2006
OASIS Costa Rica	43242	11/16/1971	11/16/2006

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OASIS Costa Rica	103,833	9/29/1997	9/29/2007
OASIS Plus Tri-Palm Device Costa Rica	112545	3/18/1999	3/18/2009
FRESH START Costa Rica	122469	10/12/2000	10/12/2010
WATERGUARD Costa Rica	113264	4/19/1999	4/19/2009
OASIS Croatia	Z 20010153	10/29/2001	2/06/2011
OASIS Plus Tri-Palm Device Croatia	Z 20010154	10/29/2001	2/06/2011
FRESHGUARD Croatia	Z 20010152	2/06/2001	2/06/2011
AQUA-BAR Plus Design CTM	001204445	2/19/2001	6/11/2009
FRESH START CTM	001513647	3/29/2001	2/17/2010
H2OMECOOLER CTM	002198596	10/22/2002	4/30/2011
Tri-Palm Device CTM	1810563	8/13/2001	8/15/2010
WATERGUARD CTM	000341792	2/25/1999	8/13/2006
OASIS CTM	000223545	10/08/1999	4/01/2006
OASIS Plus Palm Device CTM	000223552	5/19/1999	4/01/2006
OASIS Plus Tri-Palm Device CTM	000723866	10/22/1999	1/16/2008
OASIS Cyprus	53076	3/24/2004	5/19/2006
OASIS Plus Tri-Palm Device Cyprus	53077	3/24/2004	5/19/2006
AQUARIUS Czech Republic	226,839	9/21/2000	4/21/2009

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FRESHGUARD Czech Republic	241,319	2/21/2002	2/06/2011
FRESHKIT Czech Republic	241,318		
FRESHSHIELD Czech Republic	241,228		
FRESH START Czech Republic	233,036	4/24/2001	2/16/2010
H2OMECOOLER Czech Republic	242.615	3/22/2002	5/22/2011
Tri-Palm Device Czech Republic	237.698	10/22/2001	9/06/2010
OASIS Plus Palm Tree Design Czech Republic	198596	5/31/1995	5/31/2005
WATERGUARD Czech Republic	226,565	9/21/2000	10/13/2008
AQUARIUS Denmark	214/83		1/21/2013
Tri-Palm Device Denmark	2001 02448	6/08/2001	6/08/2011
OASIS Denmark	01 009 1964	4/04/1964	4/04/2014
AQUA BAR (Madrid Protocol) Denmark	769028	10/01/2002	
OASIS Dominican Republic	16171	11/03/1967	11/03/2017
OASIS Plus Tri-Palm Device Dominican Republic	126761	5/30/2002	5/30/2012
STEAMFRESH Dominican Republic	0120603	7/30/2001	7/30/2011
SPELLGUARD Dominican Republic	0120470	7/15/2001	7/15/2011
FRESHGUARD Dominican Republic	121048	7/15/2001	7/15/2011
FRESH START Dominican Republic	113784	7/15/2000	7/15/2010
FRESHKIT Dominican Republic	120472	7/15/2001	7/15/2011

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OASIS Plus Palm Tree Design Ecuador	2923-95	10/23/1995	10/23/2005
OASIS Plus Tri-Palm Device Ecuador	12817-01	2/12/2001	2/12/2011
FRESHKIT Ecuador	20562	4/2/2002	
H2OMECOLLER Ecuador	25409	2/24/2003	9/20/2011
FRESHGUARD Ecuador	112089	4/02/2002	4/02/2012
FRESH START Ecuador	102117	11/30/2000	11/30/2010
WATERGUARD Ecuador	25408	2/24/2003	8/17/2009
EBCO El Salvador	239	2/05/1997	
OASIS El Salvador	87/52	2/19/1974	
OASIS Plus Palm Tree Design El Salvador	240	7/20/2000	7/20/2010
OASIS Plus Tri-Palm Device El Salvador	117	10/10/2001	10/10/2011
FRESH START El Salvador	89/122/179-180	11/23/2000	11/23/2010
SPILLGUARD Estonia	35816	2/26/2002	2/26/2012
STEAMFRESH Estonia	35818	2/26/2002	2/26/2012
FRESHGUARD Estonia	35817	2/26/2002	2/26/2012
OASIS Plus Tri-Palm Device Estonia	30200	2/10/2000	2/10/2010
OASIS Plus Palm Tree Design Estonia	19521	4/29/1996	4/29/2006
H2OMECOOLER Fiji	662/98	12/18/1998	12/18/2002

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WATERGUARD Fiji	662/98	12/18/1998	12/18/2012
AQUARIUS Finland	224.212	6/28/2002	6/28/2012
WATERGUARD Finland	141489	12/05/1995	12/05/2005
AQUARIUS France	1463000	3/01/1988	
OASIS France	1474122	6/30/1988	6/30/2008
WATERGUARD France	95.563635	3/15/1995	3/15/2005
OASIS Plus Palm Tree Design Georgia	98009657	6/09/1998	6/09/2008
OASIS Plus Tri-Palm Device Georgia	99011926	4/30/1999	4/30/2009
AQUARIUS Germany	870569	7/01/1970	
OASIS Germany	39543045.3	4/24/1996	10/31/2005
OASIS Plus Palm Tree Design Germany	39543046.1	4/24/1996	10/31/2005
WATERGUARD Germany	395 06 169	9/10/1996	2/28/2005
AQUARIUS Greece	140420	11/17/2000	4/30/2009
OASIS Greece	40000	7/13/1968	7/13/2008
WATERGUARD Greece	123693	12/17/1997	3/29/2005
FRESHGUARD Guatemala	112,333	8/10/2001	8/09/2011
STEAMFRESH Guatemala	122,910	3/18/2003	
FRESH START Guatemala	106,472	10/09/2000	10/09/2010
OASIS Guatemala	31,600	12/28/1976	12/28/2006

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OASIS Plus Tri-Palm Device Guatemala	100,565	12/28/1999	12/27/2009
OASIS Honduras	18.659	11/22/1971	11/22/2011
OASIS Plus Tri-Palm Device Honduras	77490	6/16/2000	6/16/2010
WATERGUARD Honduras	77480	6/16/2000	6/16/2010
FRESH START Honduras	77862	8/15/2000	8/15/2010
OASIS Plus Tri-Palm Device Hong Kong	200008764	6/22/2000	7/07/2005
AQUARIUS Hong Kong	200003389	2/24/2000	
AQUARIUS Hong Kong	1966B0423	3/19/1966	11/12/2014
OASIS Hong Kong	19660196	9/15/1965	9/14/2014
OASIS Plus Palm Hong Kong	199801507	9/11/1995	
H2OMECOOLER Hong Kong	B13156	5/21/2001	5/21/2008
WATERGUARD Hong Kong	B06982 of 2000	6/12/1995	6/12/2016
FRESHGUARD Hungary	168,036	12/13/2001	2/07/2011
FRESH START Hungary	166 651	9/14/2001	2/16/2010
H2OMECOOLER Hungary	168 958	2/25/2002	5/21/2011
OASIS Plus Palm Tree Design Hungary	144 136	4/25/1994	4/25/2014
WATERGUARD Hungary	159 501	1/26/2000	10/01/2008
OASIS Plus Design India	151476	11/15/1951	

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OASIS Plus Palm Tree Design Indonesia	375406	6/19/1997	3/12/2006
OASIS Plus Tri-Palm Device Indonesia	444724	4/19/2000	9/01/2008
OASIS Indonesia	284285	12/14/1992	12/14/2012
OASIS Plus Palm Tree Design Iran	72134	2/05/1994	11/24/2003
OASIS Plus Tri-Palm Device Iran	7910323	1/03/2001	1/03/2011
AQUA BAR Ireland	225785	10/31/2001	10/31/2011
AQUA BAR Plus Design Ireland	158531	4/20/1993	4/20/2010
AQUARIUS Ireland	99862	9/21/1981	9/21/2012
WATERGUARD Ireland	167651	2/13/1995	2/13/2012
OASIS Ireland	103052	9/21/1981	9/21/2012
OASIS Plus Palm Tree Design Ireland	158527	4/20/1993	4/20/2010
Palm Tree Design Ireland	158528	4/20/1993	4/20/2010
FRESH START Israel	134746	2/15/2000	2/15/2007
WATERGUARD Israel	122898	10/01/1998	10/01/2005
H2OMECOOLER Israel	149,272	7/03/2002	5/20/2008
OASIS Plus Palm Tree Design Israel	92099	12/03/1995	4/11/2015
OASIS Plus Tri-Palm Device Israel	124,238	11/04/1999	11/27/2005

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Tri-Palm Device Israel	141,179	8/22/2000	8/22/2007
OASIS Italy	417922	4/14/1986	8/08/2013
AQUARIUS Italy	546596	6/14/1991	7/29/2008
WATERGUARD Italy	728403	10/13/1997	6/28/2005
OASIS Jamaica	27811	3/03/1997	6/07/2012
OASIS Plus Tri-Palm Device Jamaica	32,883	7/14/1998	7/14/2005
AQUARIUS (English and Katakana) Japan	2384741-2	2/28/1992	2/28/2012
AQUARIUS Japan	1823573	4/10/1995	11/29/2005
OASIS and in Katakana Japan	4454304	2/23/2001	2/23/2011
OASIS and in Katakana Japan	4537319	1/18/2002	1/18/2012
OASIS in Katakana Japan	1661673-2	2/23/1984	2/23/2014
OASIS Plus Tri-Palm Device Japan	4446159	1/19/2001	1/19/2011
Palm Tree Design Japan	4280425	6/04/1999	6/04/2009
AQUA BAR Plus Design Japan	4226165	1/08/1999	1/08/2009
OASIS in Katakana (water dispensers) Japan	1661673-2	2/23/1984	2/23/2014
AQUARIUS Jordan	64697	3/30/2003	10/15/2011
OASIS Plus Tri-Palm Device Jordan	51278	10/03/1998	10/03/2005

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OASIS Plus Tri-Palm Device Kazakhstan	9492	6/22/1998	6/22/2008
AQUARIUS Kenya	48875	8/13/2001	5/26/2006
OASIS Kenya	KE/T/1999/04878	5/05/1999	5/05/2009
OASIS Plus Tri-Palm Device Kenya	KE/T/1999/04786	5/05/1999	5/05/2009
OASIS Korea	84295	10/05/1982	10/05/2012
OASIS Plus Tri-Palm Device Korea	450852	7/13/1999	7/13/2009
WATERGUARD Korea	0486598	1/31/2001	1/31/2011
AQUARIUS Kuwait	4559	3/18/1971	3/14/2011
EBCO Kuwait	9162	12/02/1975	11/29/2005
OASIS Kuwait	4555	3/18/1971	3/14/2011
OASIS Plus Tri-Palm Device Kuwait	37178	1/31/2002	8/31/2009
OASIS Plus Tri-Palm Device Kyrgystan	5124	9/30/1999	6/24/2008
FRESHGUARD Latvia	M49175	3/20/2002	2/20/2011
OASIS Plus Tri-Palm Device Latvia	M43920	6/02/1999	6/12/2008
OASIS Plus Palm Tree Design Latvia	M 35 367	12/20/1996	6/01/2014
OASIS Lebanon	40033	2/10/1981	2/10/2011
OASIS Lebanon	40034	2/10/1981	2/10/2011

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OASIS Plus Tri-Palm Device Lebanon	77577	10/29/1998	10/29/2013
OASIS Plus Tri-Palm Device Lesotho	LS/M/98/00545	9/02/1998	9/02/2008
OASIS Plus Palm Tree Design Lithuania	25904	11/13/1997	6/23/2004
FRESHGUARD Lithuania	44383	12/11/2001	2/21/2011
OASIS Plus Palm Tree Design Madagascar	634	11/24/1994	11/24/2004
OASIS Plus Tri-Palm Device Madagascar	03056	1/20/1999	9/02/2008
AQUA BAR Madrid Protocol	769028	12/06/2001	11/06/2011
AQUARIUS Malaysia	M/089297		1/17/2012
OASIS Malaysia	M/089298		1/17/2012
OASIS Plus Tri-Palm Device Malaysia	98/005,406	6/08/2002	5/05/2008
OASIS Plus Palm Tree Design Malaysia	96000063	1/03/1996	1/03/2013
OASIS Malta	35708	2/01/2002	2/01/2012
OASIS Plus Tri-Palm Device Malta	35709	2/01/2002	2/01/2012
WATERGUARD Malta	35710	2/01/2002	2/01/2012
OASIS Plus Tri-Palm Device Mexico	N/003975	6/09/1999	6/09/2006
AQUA BAR Plus Design Mexico	485570	2/21/1994	

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AQUARIUS Mexico	611,425	5/27/1999	4/29/2009
OASIS Mexico	233096	3/13/1979	3/13/2014
OASIS Plus Palm Tree Design Mexico	534,058	10/25/1996	8/20/2006
OASIS Plus Tri-Palm Device Mexico	621440	8/31/1999	7/09/2008
FRESHGUARD Mexico	698176	4/30/2001	
FRESH START Mexico	651344	3/06/2000	3/06/2010
H2OMECOOLER Mexico	801340	7/24/2003	6/01/2011
WATERGUARD Mexico	594500	10/16/1998	10/06/2008
OASIS Namibia	69/238	6/04/1973	6/04/2013
OASIS Plus Tri-Palm Device Namibia	98/0963	8/19/2002	7/09/2008
OASIS PLUS TRI- PALM DEVICE Netherlands-Antilles	00563	3/13/2001	8/24/2008
OASIS Plus Palm Tree Design Netherlands-Antilles	00562	3/13/2001	1/23/2005
OASIS Netherlands-Antilles	00564	3/13/2001	1/23/2005
AQUARIUS New Zealand	98778	11/08/1971	11/08/2006
OASIS Plus Tri-Palm Device New Zealand	294280	3/29/2004	6/24/2005
H2OMECOOLER New Zealand	638422	11/29/2001	5/25/2008
WATERGUARD New Zealand	299130	11/12/1999	10/02/2005
OASIS Nicaragua	25,597	4/27/1972	

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OASIS Plus Tri-Palm Device Nicaragua	49761	7/04/2001	7/04/2011
OASIS Nigeria	RTM 33092	5/29/1998	5/29/2013
OASIS Plus Tri-Palm Device Nigeria	61521		7/20/2005
AQUA BAR Norway	205 399	10/26/2000	10/26/2010
OASIS Norway	64699	6/18/1964	6/18/2014
FRESHGUARD Norway	212.02	11/29/2001	11/29/2011
Tri-Palm Device Norway	206.892	2/08/2001	2/08/2011
WATERGUARD Norway	183860	7/31/1997	7/31/2007
H2OMECOOLER Norway	213771	3/27/2002	3/27/2012
OASIS Plus Tri-Palm Device Oman	18297	2/24/2004	7/22/2008
OASIS Oman	11941	1/22/2002	7/03/2015
OASIS & Single Palm Device Pakistan	17376	11/14/1951	11/14/2018
OASIS Panama	13901	5/17/1971	5/17/2011
OASIS Panama	13994	5/27/1971	5/27/2011
OASIS Plus Tri-Palm Device Panama	95389	6/02/2000	8/06/2008
FRESHGUARD Panama	113240	3/08/2001	3/08/2011
WATERGUARD Panama	96414	3/09/2000	10/01/2008
FRESH START Panama	105840	2/22/2001	3/02/2010

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H2OMECOOLER Panama	114796	2/06/2003	5/24/2011
OASIS Plus Tri-Palm Design Papua New Guinea	A 61,356	7/13/1998	7/13/2008
OASIS Papua New Guinea	A 55495	6/07/1988	6/07/2008
AQUARIUS Paraguay	238034	8/16/2001	10/19/2011
OASIS Plus Tri-Palm Device Paraguay	219891	11/30/1999	11/30/2009
H2OMECOOLER Paraguay	242214	11/29/2001	11/29/2011
WATERGUARD Paraguay	220048	12/03/1999	12/03/2009
FRESHGUARD Paraguay	240175	10/10/2001	10/10/2011
OASIS Plus Palm Tree Design Peru	022815	3/21/1996	3/21/2006
OASIS Plus Tri-Palm Device Peru	51862	1/25/1999	1/25/2009
H2OMECOOLER Peru	75241	9/26/2001	9/26/2011
WATERGUARD Peru	005309	3/03/1999	3/03/2009
FRESH START Peru	65292	8/09/2000	8/09/2010
FRESHGUARD Peru	00072772	6/26/2001	6/26/2011
OASIS Philippines	37529	6/25/1987	6/25/2007
AQUARIUS Poland	141472	12/30/2002	4/21/2009
FRESH START Poland	146483	8/11/2003	2/17/2010
OASIS Plus Palm Tree Design Poland	96601	4/21/1994	4/21/2014

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Tri-Palm Device Poland	152915	6/15/2004	8/24/2010
WATERGUARD Poland	133201	10/17/2001	10/02/2008
AQUARIUS Portugal	216717	4/18/1989	4/18/2009
OASIS Plus Palm Tree Design Portugal	315522	11/04/1996	11/04/2006
AQUARIUS Puerto Rico	23,436	4/14/1981	4/14/2001
OASIS Qatar	1063	5/30/2001	3/22/2011
AQUARIUS Qatar	1064	5/30/2001	3/22/2011
FRESHGUARD Romania	45562	2/08/2001	2/08/2011
OASIS Romania	45560	2/08/2001	2/08/2011
OASIS Plus Tri-Palm Device Romania	45561	2/08/2001	2/08/2011
OASIS Plus Palm Tree Design Russia	134188	10/27/1996	7/11/2014
AQUARIUS Russia	192606	8/11/2000	4/23/2009
WATERGUARD Russia	186341	10/08/1998	10/08/2008
H2OMECOOLER Russia	234519	1/09/2003	5/25/2011
FRESH START Russia	21 3640	5/31/2002	5/31/2012
AQUARIUS Saudi Arabia	105/8	4/11/2000	4/24/2010
OASIS Saudi Arabia	22/4	12/29/1989	5/24/2009
OASIS Plus Palm Tree Design Saudi Arabia	493/71	10/01/2000	5/24/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
OASIS Plus Tri-Palm Device Saudi Arabia	493/71	8/21/1996	5/01/2006
OASIS Serbia and Montenegro	47279		3/23/2011
OASIS Plus Tri-Palm Device Serbia and Montenegro	47280		3/23/2011
AQUARIUS Singapore	T99/04515D	4/29/1999	4/29/2009
OASIS Singapore	T91/02784Z		3/11/2011
OASIS Plus Tri-Palm Device Singapore	T98/07434G	7/23/1998	7/23/2008
OASIS Plus Palm Tree Design Singapore	T93/04168H	6/04/1993	6/04/2013
OASIS Plus Tri-Palm Device Slovak Republic	193367	12/15/2000	4/23/2009
OASIS Slovak Republic	193366	12/15/2000	4/23/2009
FRESHGUARD Slovak Republic	199710	7/16/2002	3/12/2011
SPILLGUARD Slovak Republic	199594	7/16/2002	
STEAM FRESH Slovak Republic	199595	7/09/2002	
AQUARIUS Slovak Republic	193604	12/15/2000	4/23/2009
FRESHGUARD Slovenia	200170188	1/23/2002	2/06/2011
OASIS Slovenia	200170186	12/06/2001	2/06/2011
OASIS Plus Tri-Palm Device Slovenia	200170187	12/06/2001	2/06/2011
OASIS South Africa	66/3906	9/26/1966	9/26/2006

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OASIS Plus Palm Tree Design South Africa	95/12516	9/04/1998	9/20/2005
OASIS Plus Tri-Palm Device South Africa	98/11653	2/04/2002	7/07/2008
AQUARIUS South Africa	1999/06523	11/10/2003	4/21/2009
WATERGUARD South Africa	98/17320	4/04/2002	9/30/2008
OASIS Spain	613929	12/07/2000	4/15/2010
OASIS (Single Palm Design) Spain	292085	7/04/1955	3/18/2005
WATERGUARD Spain	1,946,876	2/10/1995	2/10/2005
OASIS Sudan	11503	8/21/1968	8/21/2008
OASIS Plus Tri-Palm Device Sudan	26838	8/05/1998	8/05/2008
OASIS Sweden	108 806	2/14/1964	2/14/2014
AQUARIUS Sweden	181 061	4/16/1982	4/16/2012
WATERGUARD Sweden	307 447	12/29/1995	12/29/2005
OASIS Switzerland	326869	7/08/1983	7/08/2013
H2OMECOOLER Switzerland	492948	12/14/2001	5/23/2011
Tri-Palm Device Switzerland	482227	3/28/2001	9/05/2010
FRESHGUARD Switzerland	494.515	2/12/2002	2/21/2011
AQUARIUS Switzerland	314,107	9/08/1981	9/08/2011
WATERGUARD Switzerland	436,942	3/18/1997	3/13/2005
OASIS Taiwan	535716	9/15/2001	9/15/2011

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OASIS Taiwan	575173	11/15/2001	11/15/2011
OASIS Taiwan	542703	11/15/2001	11/15/2011
OASIS Taiwan	580565	9/15/2001	9/15/2011
OASIS Plus Tri-Palm Device Taiwan	919436	12/16/2000	9/15/2011
OASIS Plus Tri-Palm Device Tajikistan	TJ 4072	7/01/1998	7/01/2008
OASIS Plus Tri-Palm Device Thailand	TM101258	10/28/1999	9/14/2008
OASIS Plus Palm Tree Device Thailand	TM46189	6/03/2004	6/27/2014
OASIS Trinidad & Tobago	4525	11/17/1995	11/16/2009
OASIS Turkey	162675	6/29/1995	6/29/2005
OASIS Plus Tri-Palm Device Turkey	98010192	7/27/1998	7/27/2008
Oasis Plus Palm Tree Design Turkey	162656	6/29/1995	6/29/2005
H2OMECOOLER Turkey	2001/09421	5/22/2001	5/22/2011
WATERGUARD Turkey	163860	6/29/1995	6/29/2005
AQUARIUS Turkey	99021813	12/15/1999	12/15/2004
AQUA BAR (Madrid Protocol) Turkey	769028	9/20/2002	
OASIS Plus Tri-Palm Device Turkmenistan	6901	7/09/2001	7/09/2011

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
OASIS Plus Palm Tree Design Turkmenistan	5909	1/31/2001	1/31/2011
EBCO UK	2016505	4/05/1995	4/05/2005
OASIS UK	1228731	10/23/1984	10/23/2005
OASIS UK	852455	8/06/1963	8/06/2008
WATERGUARD UK	2010697	2/11/1995	2/11/2005
AQUA BAR (Madrid Protocol) UK	769028	1/21/2003	
AQUARIUS Ukraine	24489	4/15/2002	4/20/2009
OASIS Plus Palm Tree Design Ukraine	11682	4/30/1999	7/01/2014
OASIS Plus Tri-Palm Device Ukraine	22493	1/15/2002	6/24/2008
FRESHGUARD Ukraine	31697	5/15/2003	2/21/2011
OASIS + Tri-Palm Device United Arab Emirates	4404	4/10/1996	
AQUARIUS Uruguay	247,790	11/20/1981	4/28/2012
WATERGUARD Uruguay	307.768	2/25/1999	2/25/2009
FRESHGUARD Uruguay	329.696	7/20/2001	7/20/2010
H2OMECOOLER Uruguay	331.672	10/26/2001	10/26/2011
OASIS Plus Tri-Palm Device Uruguay	305.925	10/16/1998	10/16/2008
OASIS Plus Tri-Palm Device Uzbekistan	8772	6/22/1999	6/23/2008

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OASIS Venezuela	26951	7/23/1952	7/23/2012
FRESH START Venezuela	P227668	11/22/2000	11/22/2010
WATERGUARD Venezuela			9/10/2009
OASIS Plus Tri-Palm Device Vietnam	32 057	9/10/1999	7/17/2008
AQUARIUS Vietnam	18 106	9/16/1995	2/15/2005
OASIS Plus Tri-Palm Device Vietnam	32057	9/10/1999	7/17/2008
OASIS Zambia	209/67	4/04/1967	4/04/2016
OASIS Plus Tri-Palm Device Zambia	441/98	7/21/1998	7/21/2005
OASIS Zimbabwe	312/67		4/04/2008
OASIS Plus Tri-Palm Device Zimbabwe	969/98	7/29/1998	7/29/2008
AQUARIUS Zimbabwe	673/99	5/24/1999	5/24/2009

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
AQUA BAR (Madrid Protocol) Benelux	769028	
FRESHGUARD Bosnia Herzegovina	BAZ014850AA	2/12/2001
OASIS Plus Tri-Palm Device Bosnia Herzegovina	BAZ014849A	2/12/2001

OASIS Bosnia Herzegovina	BAZ014848A	2/12/2001
OASIS Plus Palm Tree Design Brazil	819.959.600	7/02/1997
OASIS Plus Tri-Palm Device Brazil	820905941	7/14/1998
OASIS Plus Tri-Palm Device Brazil	820905950	7/14/1998
WATERGUARD Brazil	821108476	9/30/1998
FRESHGUARD Brazil	823627950	3/07/2001
FRESH START Brazil	822466589	2/21/2000
FRESH START Canada	1,046,670	2/15/2000
C3 Canada	1,226,529	8/10/2004
C3 CTM		8/18/2004
AQUARIUS Cyprus	53075	5/19/1999
AQUA-BAR (Madrid Protocol) Estonia	769028	
OASIS Fiji	26547	2/23/1995
OASIS Plus Palm Tree Design Fiji	26548	2/23/1995
OASIS Plus Tri-Palm Device Fiji	656/98	12/08/1998
AQUA-BAR (Madrid Protocol) Finland	769028	

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OASIS Plus Tri-Palm Device India	810478	7/16/1998
C3 Israel	174,082	8/10/2004
FRESHGUARD Macedonia	Z-20010087	2/08/2001
OASIS Macedonia	Z-20010085	2/08/2001
OASIS Plus Tri-Palm Device Macedonia	Z-20010086	2/08/2001
AQUARIUS Mexico	564,614	9/02/2002
AQUARIUS Mexico	564,615	9/04/2002
C3 Mexico	673720	8/25/2004
AQUA BAR (Madrid Protocol) Norway	769028	7/04/2001
OASIS Plus Tri-Palm Device Pakistan	149963	9/05/1998
OASIS Plus Palm Tree Design Philippines	4-1997-121896	6/23/1997
FRESHGUARD Poland	Z-232024	2/23/2001
H2OMECOOLER Poland	Z-235823	5/21/2001
OASIS Plus Tri-Palm Device Poland	Z-232337	3/02/2001
AQUA BAR (Madrid Protocol) Poland	769028	
OASIS Plus Tri-Palm Device Qatar	18967	7/09/1998

OASIS Russia	2003702206	2/05/2003
H2OMECOOLER South Africa	2001/08681	5/21/2001
AQUA BAR (Madrid Protocol) Spain	769028	
OASIS Plus Tri-Palm Device Trinidad & Tobago	28499	7/14/1998
OASIS Plus Tri-Palm Device Venezuela	3209-1998	7/15/1998

EXHIBIT B
TO
OASIS TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

NONE

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that OASIS CORPORATION ("Debtor"), having an office at 265 North Hamilton, Columbus, Ohio 43213 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (CENTRAL), AS AGENT ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: February __, 2005

OASIS CORPORATION

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ___ day of February, 2005, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____ of OASIS
CORPORATION, the corporation described in and which executed the foregoing instrument;
and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public