

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
Sun Water Systems, Inc.		12/16/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Enhanced Capital Texas Fund, L.P.
Composed Of:	COMPOSED OF Enhanced Capital Texas Fund GP, LLC, a Texas limited liability company, as general partner
Street Address:	601 Lexington Avenue
Internal Address:	55th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Enhanced Capital Texas Fund II, LLC
Street Address:	601 Lexington Avenue
Internal Address:	55th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2111024	WATER DOCTOR
Registration Number:	2936495	AQUASANA
Registration Number:	2917561	EQUINOX
Registration Number:	3264271	RHINO
Registration Number:	3446753	WATER 4 LIFE

900180551

TRADEMARK
 REEL: 004447 FRAME: 0561

OP \$565.00 2111024

Registration Number:	3510895	BOTTLE YOUR OWN
Registration Number:	3568644	SUNH2O
Registration Number:	3229335	PURITY
Registration Number:	3274605	PURITY WATER FILTRATION BOTTLE
Serial Number:	78816830	PURE SHOWER SYSTEM
Serial Number:	78816775	PURESQA
Registration Number:	3493988	SUN
Registration Number:	3282656	SUN
Registration Number:	3390440	TRAVELER
Serial Number:	78816827	SHOWER MATE
Serial Number:	78821521	EQ-300
Registration Number:	3433038	AQ-4000
Registration Number:	3545259	AQ 4100
Registration Number:	3352464	AQUASANA
Registration Number:	3500362	
Serial Number:	77025166	RHINO
Registration Number:	3398399	EQ-300

CORRESPONDENCE DATA

Fax Number: (612)335-1657
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-335-1448
Email: eric.paulsrud@leonard.com
Correspondent Name: Eric D. Paulsrud
Address Line 1: 150 South 5th Street
Address Line 2: Suite 2300
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	62703.00048
NAME OF SUBMITTER:	Eric D. Paulsrud
Signature:	/Eric D. Paulsrud/
Date:	01/05/2011

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 16, 2010, by SUN WATER SYSTEMS, INC., a Texas corporation (the "Grantor"), in favor of ENHANCED CAPITAL TEXAS FUND, L.P., a Texas limited partnership, ("ECTFI") and ENHANCED CAPITAL TEXAS FUND II, LLC, a Texas limited liability company ("ECTFII"), and certain co-investors party hereto ("Co-Investors" and collectively with ECTFI and ECTFII, the "Creditors"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Documents (as hereinafter defined).

RECITALS

WHEREAS, the Creditors have concurrently herewith made or are about to make an extension of credit to Grantor under that certain Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement") evidenced by certain secured term notes entered into in connection therewith (the "Notes" together with the Loan Agreement and such other agreements, instruments and documents entered into in connection therewith, each as amended, supplemented or otherwise modified from time to time, the "Loan Documents"); and

WHEREAS, the Grantor is required, as a condition to the Creditors entering into the Loan Agreement, to execute and deliver this IP Security Agreement to secure the Grantor's obligations pursuant to the Loan Documents;

NOW, THEREFORE, in consideration of the willingness of the Creditors to enter into the Loan Documents and to agree, subject to the terms and conditions set forth therein, to purchase the Notes to be issued pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Notes and of all of the Grantor's other obligations under the Loan Agreement, the Grantor hereby grants to the Creditors a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyright registrations and applications for copyright registration (collectively, the "Copyrights"), set forth on Schedule A attached hereto;

(b) The U.S. and foreign patents and patent applications, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents") set forth on Schedule B attached hereto;

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications and all goodwill associated with the foregoing (collectively, the "Trademarks") set forth on Schedule C attached hereto;

(d) The domain names and registrations attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names") set forth on Schedule D;

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Creditors in the IP Collateral.

3. Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Grantor hereby grants to the Creditors a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Creditors' discretion, to take any action and to execute any instrument that the Creditors may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Creditors and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Creditors and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Creditors' interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Creditors in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) To (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Creditors in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Creditors deem to be in the best interest of Creditors, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally paid in full.

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby. Upon any such termination, the Creditors (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Creditors to evidence such termination.

5. Newly Registered Copyrights, Patents and Trademarks.

(a) Together with the delivery of the officer's certificate pursuant to Section 4.2(c)(v) of the Loan Agreement, Grantor shall notify Creditors of each application to register any Copyright, Patent or Trademark of Grantor filed by Grantor with the Register of Copyrights, the Commissioner of Patents and Trademarks or foreign or state equivalent, as applicable, after the date of this IP Security Agreement that Grantor has not already disclosed to Creditor in connection with a previously delivered officer's certificate.

(b) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Creditors with at least 15 days prior written notice thereof, (ii) providing Creditors with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Creditors may reasonably request from time to time to perfect or continue the perfection of Creditors' interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Creditors identifying the maskworks, software, computer programs or other works of authorship

being registered and confirming the grant of a security interest therein in favor of Creditors.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Creditors under the Loan Agreement. The rights and remedies of the Grantor and the Creditors with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its choice of law provisions.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

SUN WATER SYSTEMS, INC.

By: Todd Bantee
Name: Todd Bantee
Title: CEO

ACKNOWLEDGMENT

STATE OF Texas :

: SS'

COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 7th day of December, 2010, personally appeared Todd Bantee to me known personally, who, being by me duly sworn, did say that he/~~she~~ is the CEO of Sun Water Systems, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said _____ acknowledged said instrument to be his/her free act and deed.

Brian Stephen Luenser
Notary Public
My Commission Expires: 8-29-13



SCHEDULE A

COPYRIGHT COLLATERAL

This schedule is not applicable to Sun Water Systems, Inc.

SCHEDULE B

PATENT COLLATERAL

The five active patents of Sun Water Systems, Inc. are as follows:

1. Patent Number: US D477,382 S
Name of Patent: Water Filter
Date of Patent: July 15, 2003
2. Patent Number: D446,840 S
Name of Patent: Water Filter
Date of Patent: August 21, 2001
3. Patent Number: 6,006,374
Name of Patent: Showerhead Attachment and Method for Generating Aromas
Date of Patent: December 28, 1999
4. Patent Number: 397,764
Name of Patent: Housing for a Water Filter
Date of Patent: September 1, 1998
5. Patent Number: 5,785,848
Name of Patent: Rectangular Body Water Purification Device
Date of Patent: July 28, 1998




SCHEDULE C

TRADEMARK COLLATERAL




See Attached.


SUN WATER SYSTEMS, INC. TRADEMARK STATUS CHART as of July 31, 2009

Mark	Location	S/N or Reg. No.	Goods/Services	®/™	Status
WATER DOCTOR	U.S.	2,111,024	11 - water purification unit comprised of filters and contaminant removal media for industrial and residential application	®	3-6-95 - Filed 11-4-97 - Registered 11-1-07 - 8 & 9 Filed 3-6-08 - 9 accepted, Office Action issued for 8
AQUASANA	U.S.	2,936,495	11 - water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use	®	7-15-99 - Filed 3-29-05 - Registered 3-29-11 - 8 & 15 due 3-29-15 - Renewal due
EQUINOX	U.S.	2,917,561	11 - water filters	®	1-24-04 - Filed 1-11-05 - Registered 1-11-11 - 8 & 15 due 1-11-15 - Renewal due
RHINO	U.S.	3,264,271	11 - domestic water filtering units	®	7-25-04 - Filed 7-17-07 - Registered 7-17-13 - 8 & 15 due 7-17-17 - Renewal due
WATER 4 LIFE	U.S.	3,446,753	35 - Extended warranty programs, namely, arranging for replacement water filter products and replacement upgrades pursuant to warranty, namely, water filters and water-filter related accessories, namely, filter cartridges	®	2-16-06 - Filed 6-10-08 - Registered 6-10-14 - 8 & 15 due 6-10-18 - Renewal due
BOTTLE YOUR OWN	U.S.	3,510,895	11 - Residential and commercial water filtration systems and containers sold therewith, consisting of water filtration apparatus and water containers sold empty.	®	8-30-07 - Filed 10-07-08 - Registered 10-07-14 - 8 & 15 due 10-07-18 - Renewal due
SUNH2O	U.S.	3,568,644	35 - On-line retail store services featuring drinking water filtration equipment, shower filtration equipment and	®	2-16-06 - Filed 1-27-09 - Registered 1-27-15 - 8&15 due 1-27-19 - Renewal

Mark	Location	S/N. or Reg. No.	Goods/Services	®/™	Status
PURITY	U.S.	3,229,335	replacement water filters 21 - Sport water bottles with an internal filter cartridge, sold empty as a unit	®	due 2-16-06 - Filed 4-17-07 - Registered 4-17-13 - 8 & 15 due 4-17-17 - Renewal due
	U.S.	3,274,605	11 - Sports water bottles having an internal filter cartridge, sold empty as a unit	®	2-16-06 - Filed 8-7-07 - Registered 8-7-13 - 8 & 15 due 8-7-17 - Renewal due
PURE SHOWER SYSTEM	U.S.	78/616,830	11 - Shower head units, namely, combined water filters and water flow regulators	™	2-16-06 - Filed First Use - 7-2004 5-7-07 - notice of suspension 6-26-09 - Office Action 12-26-09 - Response to Office Action due 2-16-06 - Filed 1-2-10 - SOU due
PURESPA	U.S.	78/616,775	11 - Shower head units, namely, combined water filters and water flow regulators	™	2-16-06 - Filed
	U.S.	3,493,988	11 - Shower head units, namely, combined water filters and water flow regulators	®	2-16-06 - Filed 8-26-08 - Registered 8-26-14 - 8 & 15 due 8-26-18 - Renewal due
	U.S.	3,282,656	35 - On-line retail store services featuring drinking water filtration equipment, shower filtration equipment and replacement water filters	®	2-16-06 - Filed 8-21-07 - Registered 8-21-13 - 8 & 15 due 8-21-17 - Renewal due
TRAVELER	U.S.	3,390,440	11 - portable water filters	®	2-16-06 - Filed 2-26-08 - Registered 2-26-14 - 8 & 15 due 2-26-18 - Renewal

Mark	Location	S/N or Reg. No.	Goods/Services	®/™	Status
SHOWER MATE	U.S.	78/816,827	11 - Shower head units; namely, combined water filters and water flow regulators	™	due 2-16-06 - Filed 2-21-10 - SOU or 5 th EOT due
EQ-300	U.S.	78/821,521	11 - Water filters and whole house water filtration systems	™	2-23-06 - Filed 3-29-07 - notice of suspension 12-29-08 - Office Action 6-24-09 - Response to Office Action filed
AQ-4000	U.S.	3,433,038	11 - Water filters; water filtration systems consisting of dual water filters and water filtering units for domestic and commercial use	®	2-23-06 - Filed 3-20-08 - Registered 3-20-14 - 8 & 15 due 8-20-18 - Renewal due
AQ-4100	U.S.	3,545,259	11 - Shower head units; namely, combined water filters and water flow regulators	®	2-23-06 - Filed 12-9-08 - Registered 12-9-14 - 8 & 15 due 12-9-18 - Renewal due
AQUASANA	TX	800642752	11 - water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use	®	4-17-06 - Registered 4-17-16 - Renewal due
RHINO	TX	800642755	11 - domestic water filtering units	®	4-17-06 - Registered 4-17-16 - Renewal due
EQ-300	TX	800642758	11 - water filters and whole house water filtration systems	®	4-17-06 - Registered 4-17-16 - Renewal due
WATER DOCTOR	TX	800642761	11 - water purification unit comprised of filters and contaminant removal media for industrial and residential application	®	9-18-06 - Registered 9-18-17 - Renewal due
PURITY	TX	800642763	11 - sport bottles with an internal filter cartridge	®	5-4-07 - Registered 5-4-17 - Renewal due

Mark	Location	S/N or Reg. No.	Goods/Services	®/™	Status
	TX	800642771	11 - shower head units; namely, combined water filters and water flow regulators	®	9-18-06 - Registered 9-18-16 - Renewal due
	TX	800642778	35 - on-line retail services, namely, drinking water and shower filtration systems and replacement filters	®	6-26-06 - Registered 6-26-16 - Renewal due
AQUASANA	Canada	TMA714870	Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use	®	8-3-06 - Filed 5-22-08 - Registered 5-22-23 - Renewal due
RHINO	Canada	1311672	Water filters; domestic water filtering units	™	8-3-06 - Filed 6-22-09 - Request to expunge conflicting mark filed
EQ-300	Canada	TMA714869	Water filters and whole house water filtration systems	®	8-3-06 - Filed 5-22-08 - Registered 5-22-23 - Renewal due
AQUASANA	US	3,352,464	11 - Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use that are sold or distributed online via the Internet	®	8-28-06 - Filed 12-11-07 - Registered 12-11-13 - 8 & 15 due 12-11-17 - Renewal due
 3-D design	US	3,500,362	11 - Water filters	®	4-9-07 - Filed 9-9-08 - Registered 9-9-14 - 8 & 15 due 9-9-18 - Renewal due

Mark	Location	S/N or Reg. No.	Goods/Services	@/™	Status
RHINO Acquired from settlement agreement EQ-300	US	771025,166	11 - Commercial and domestic water filtration units	™	9-6-2007 - ABANDONED
	US	3,398,399	11 - Commercial and domestic whole house water filtration systems consisting of purification tanks, and water filtration media	™	3-11-05 - Filed 4-27-07 - Assigned to Sun Water by Equinox 3-18-08 - Registered 3-18-14 - 8 & 15 due 3-18-18 - Renewal due
	TX			™	Application sent to the client for approval. Awaiting approved application
3-D design AQUASANA	Australia	814626	11 - Water filters, treatment units, bath and shower units, purification systems, dispensers, fountains and coolers	®	5-5-00 - Registered 1-15-09 - Assigned to Sun Water by new Vision 11-19-09 - Renewal due
AQUASANA	Hong Kong	300998100	11 - Bath and shower faucets, water dispensers, water fountains, water filters, water purification units and water coolers.	®	11-20-07 - Registered 11-20-17 - Renewal due
AQUASANA	Singapore	T0723934H	11 - Water filters, bath and shower faucets, water purification apparatus, purified water dispensers, water fountains and coolers.	®	10-10-08 - Registered 10-10-18 - Renewal due
AQUASANA	Taiwan	01339530	11 - Water filters, bath and shower faucets, water purification apparatus, purified water dispensers, water fountains and coolers.	®	12-1-08 - Registered 11-30-18 - Renewal due

Mark	Location	S/N or Reg. No.	Goods/Services	®/™	Status
AQUASANA	WIPO – International	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	®	2-15-08 – Registered 2-15-18 – Renewal due
AQUASANA	WIPO – Armenia	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	®	2-15-08 – Registered 2-15-18 – Renewal due
AQUASANA	WIPO – China	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	™	AWAITING STATUS CONFIRMATION FROM WIPO
AQUASANA	WIPO – Denmark	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	®	2-15-08 – Registered 2-15-18 – Renewal due
AQUASANA	WIPO – Estonia	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	™	5-27-09 – Provisional refusal 9-28-09 – Response to provisional refusal due
AQUASANA	WIPO – Greece	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	™	AWAITING STATUS CONFIRMATION FROM WIPO
AQUASANA	WIPO – Italy	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	™	AWAITING STATUS CONFIRMATION FROM WIPO
AQUASANA	WIPO – Japan	955003	11 – Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	™	7-14-09 – Instructed local counsel to proceed with filing of assignment
AQUASANA	WIPO – Korea	955003	11 – Water filters, bath and shower faucets, water	™	12-30-08 – Provisional refusal

Mark	Location	S/N or Reg. No.	Goods/Services	®/™	Status
AQUASANA	WIPO - Norway	955003	purification units, water dispensers, water fountains and coolers, all for domestic use. 11 - Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	®	4-7-09 - Response to provisional refusal filed 2-15-08 - Registered 2-15-18 - Renewal due
AQUASANA	WIPO - U.K.	955003	11 - Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	®	2-15-08 - Registered 2-15-18 - Renewal due
AQUASANA	WIPO - Vietnam	955003	11 - Water filters, bath and shower faucets, water purification units, water dispensers, water fountains and coolers, all for domestic use.	™	AWAITING STATUS CONFIRMATION FROM WIPO

SCHEDULE D

DOMAIN NAMES

See Attached.

