

## 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
Resource Conservation Technologies, Inc.		12/31/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Bay Cities Bank		
Street Address:	4845 4th Street North		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33703		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4021450	AQUAGUARD	
Registration Number:	4008464	AQUAGUARD	
Registration Number:	3209646	AQUAGUARD	
Registration Number:	3480358	DEXELAR	
CORRESPONDENCE DATA			
Fax Number:	8132270431		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(813) 227-7431		
Email:	hkattan@trenam.com		
Correspondent Name:	Heather Schwarz Kattan		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	123143:BAY CITIES BANK		

CH \$115.00 4021450

NAME OF SUBMITTER:	Heather Schwarz Kattan, Esquire
Signature:	/Heather Schwarz Kattan/
Date:	01/04/2013
<b>Total Attachments: 11</b> source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page1.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page2.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page3.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page4.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page5.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page6.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page7.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page8.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page9.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page10.tif source=Bay Cities_Resource Conservation_ Intellectual Property Security Agreement##page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2012 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Christopher R. Cantolino, Resource Conservation Technologies, Inc., a Florida corporation, TecLor, Inc., a Florida corporation, Cantolino Industries, Inc., a Florida corporation, and Made in the USA, LLC, a Florida limited liability company (each a "Grantor" and collectively herein referred to as "Grantor") in favor of BAY CITIES BANK, a Florida banking corporation ("Secured Party").

WHEREAS, Grantor has entered into a Loan Agreement, dated of even date herewith (as amended, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), with the Secured Party.

WHEREAS, it is a condition precedent to the obligation of the Secured Party to make its extension of credit to Grantor as evidenced by that certain Note (U.S. Small Business Administration) dated of even date herewith in the original principal amount of \$1,658,000.00 (as renewed, modified or increased from time to time, the "Grantor's Obligations") that the Grantor shall have executed and delivered that certain Security Agreement dated of even date herewith, in favor of the Secured Party (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a first priority security interest in certain property, including, without limitation, certain intellectual property of the Grantor to and for the benefit of Secured Party and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

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

SECTION 1. Grant of Security. In furtherance and as confirmation of the security interest in the Collateral (as defined in the Security Agreement) granted by the Grantor under the Security Agreement, Grantor hereby ratifies such security interest and grants to the Secured Party a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an event of default), in and to all of the present and future right, title and interest of Grantor in and to the following (the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) all present and future trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade dress, trade styles, logos, or other indicia of origin or source identification, whether registered or unregistered, including without limitation trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, (i) each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the

goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) all present and future patents, patent applications, unpatented inventions (whether or not patentable) and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 2, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, revisions, divisions, continuations, continuations-in-part, substitutes, reexaminations, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) all present and future copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases, all mask works (as defined in 17 U.S.C. 901 of the Copyright Act), and all works of authorship and other intellectual property rights therein, whether registered or unregistered, and all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 3, (ii) the rights to copy, display, perform, print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) all present and future trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) all present and future written licenses or agreements, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 3, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include any application to register Trademarks in the U.S. Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application.

SECTION 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

SECTION 6. Further Assurances. Grantor agrees, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the Intellectual Property Collateral granted pursuant to this Intellectual Property Security Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Intellectual Property Security Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 7. SBA. The Loan Agreement and the Grantor's Obligations secured by this lien was made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the note and the Grantor's Obligations, this document and all documents evidencing or securing the Loan Agreement and the loan will be construed in accordance with federal law.

(b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Grantor, debtor or guarantor may claim or assert against SBA any local or state law to

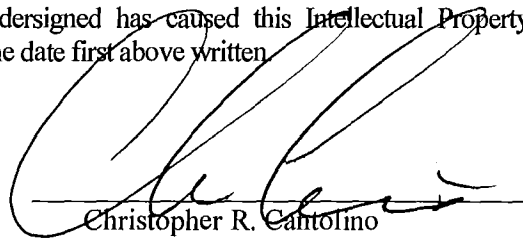
deny any obligation of Grantor or debtor, or defeat any claim of SBA with respect to the Loan Agreement and the loan.

[SIGNATURES ON THE FOLLOWING PAGES]

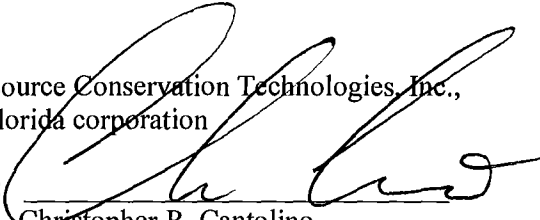
**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

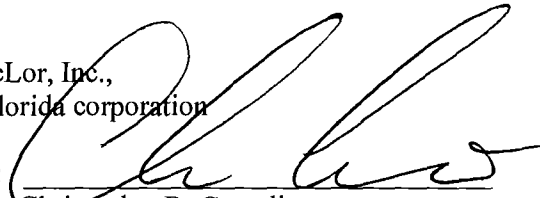
GRANTOR:

  
Christopher R. Cantolino

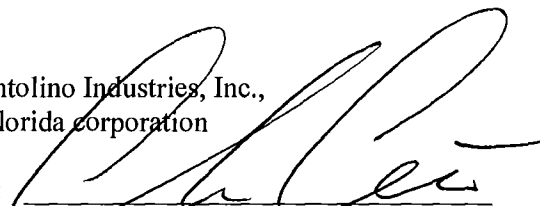
GRANTOR:

Resource Conservation Technologies, Inc.,  
a Florida corporation  
By:   
Christopher R. Cantolino  
President

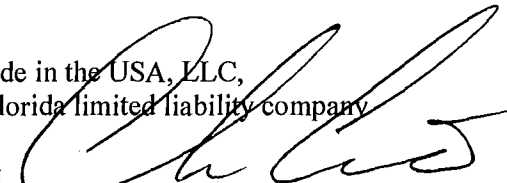
GRANTOR:

TecLor, Inc.,  
a Florida corporation  
By:   
Christopher R. Cantolino  
President

GRANTOR:

Cantolino Industries, Inc.,  
a Florida corporation  
By:   
Christopher R. Cantolino  
President

GRANTOR:

Made in the USA, LLC,  
a Florida limited liability company  
By:   
Christopher R. Cantolino  
Manager

**SCHEDULE 1 – TRADEMARKS**

Trademark Registrations and Trademark Applications:

Trademark or Service Mark	Country	Serial No./ Filing Date	Reg. No.	Reg. Date	Goods/Services
AQUAGUARD	U.S.A.	85077714  7/3/10	4021450	9/6/11	IC 009. US 021 023 026 036 038. G & S: electrical switches, liquid level switches for monitoring and controlling liquids in tanks and vessels, liquid level sensors, leak detection devices for water supplied to water heater, furnace, and HVAC units consisting of a water sensor and control unit, leak detection devices for water supplied to water heater, furnace, and HVAC units consisting of a water sensor and control unit with audible alarm, leak detection devices for water supplied to water heater, furnace, and HVAC units consisting of a water sensor, control unit with audible alarm, water valves to allow fluid shut off and remote notification system. FIRST USE: 20040901. FIRST USE IN COMMERCE: 20040901
AQUAGUARD	U.S.A.	85077707  7/3/10	4008464	8/9/11	IC 011. US 013 021 023 031 034. G & S: non-metal fluid collection pans that are placed under a water heater, furnace, or HVAC unit to catch and drain liquids. FIRST USE: 20061228. FIRST USE IN COMMERCE: 20061228



AQUAGUARD	U.S.A.	78553113 1/25/05	3209646	2/13/07	IC 009. US 021 023 026 036 038. G & S: electrical switches. FIRST USE: 20040901. FIRST USE IN COMMERCE: 20050212
DEXELAR	U.S.A.	77365354 1/7/08	3480358	8/5/08	IC 001. US 001 005 006 010 026 046. G & S: Plastic molding compounds for use in plastic extrusion operations; Plastic molding compounds for use in the manufacture of molded plastic articles; Plastic molding compounds for use in the manufacture of plastic sheets and films; Unprocessed plastics in all forms. FIRST USE: 20070501. FIRST USE IN COMMERCE: 20070501

SCHEDULES 2 – PATENTS  
Patent Registrations and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Application No.</u>	<u>Patent No./Publication No.</u>	<u>Date of Filing/Publication Date</u>	<u>Date of Assignment</u>	<u>Assignee</u>
Christopher Ralph Cantolino	Air Conditioner Pad	11/252,280	US 7,334,421 B1	October 17, 2005	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Air Conditioner Discharge Water Saver System	10/074,704	US 6,550,264 B1	February 13, 2002	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Clamping Device with Dual Rail Plates	12/174,928	US 7,896,301 B1	July 17, 2008	Assignment data not available	
Christopher Ralph Cantolino	Clamping Assembly with Integral Rail Plate	12/177,228	US 7,967,267 B1	July 22, 2008	Assignment data not available	
Christopher Ralph Cantolino	Condensate Flow Shut-Off Switch	29/223,311	US D527,793 S	February 11, 2005	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Condensate Recovery and Treatment System	11/667,143	US 7,578,932 B2	November 5, 2004	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Dual P-Trap and Valve Air Conditioner Discharge Water Saver System	10/420,665	US 6,895,771 B1	April 22, 2003	Assignment data not available	
Christopher Ralph Cantolino	Dual P-Trap and Valve Condensate Collection and Treatment System	11/104,227	US 7,389,651 B2	April 12, 2005	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Filter Assembly for Gravity-Assisted Air Conditioner Discharge Water Saver Systems	10/701,813	US 6,877,333 B1	November 5, 2003	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Finger Touch Testing Device for Drain Pan Sensor	12/422,025	US 8,151,621 B1	April 10, 2009	Assignment data not available	
Christopher Ralph Cantolino	Float Switch and Mounting System Assembly	11/274,604	US 7,067,750 B1	November 15, 2005	Assignment data not available	
Christopher Ralph Cantolino	Float Switch and Mounting System Assembly	10/932,967	US 7,067,749 B1	September 2, 2004	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Fluid Collection and Drain Pan with Integrated Strength-Enhancing Structure	11/903,421	US 7,637,387 B1	September 21, 2007	June 8, 2010	Cantolino Industries, Inc.

SCHEDULES 2 – PATENTS  
Patent Registrations and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Application No.</u>	<u>Patent No./Publication No.</u>	<u>Date of Filing/Publication Date</u>	<u>Date of Assignment</u>	<u>Assignee</u>
Christopher Ralph Cantolino	Fluid-Level Sensing Device with Encapsulated Micro Switch	12/012,307	US 7,710,283 B1	January 31, 2008	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Fluid-Sensing Switch System with Redundant Safety Response Capability	12/337,574	US 8,151,580 B1	December 17, 2008	Assignment data not available	
Christopher Ralph Cantolino	Furnace Riser	12/620,317	US 8,220,768 B1	November 17, 2009	Assignment data not available	
Christopher Ralph Cantolino	Multi-Purpose Condensate Switch	11/060,976	US 6,992,259 B1	February 19, 2005	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	One-Piece Float Switch Housing and Drain Line Assembly with Condensate Collection Pan	11/478,904	US 7,878,019 B2	June 30, 2006	Assignment data not available	
Christopher Ralph Cantolino	Pan with Integrated Egg-Shaped Supports	11/973,865	US 7,673,646 B1	October 10, 2007	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Pan with Integrated Supports	29/272,039	US D562,963 S	January 31, 2007	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Pan with Integrated Support System and Float Switch/Drain Mount	11/796,667	US 7,900,795 B1	April 12, 2007	Assignment data not available	
Christopher Ralph Cantolino	Plastic Pan Float Switch and Mounting System Assembly	11/124,952	US 6,992,260 B1	May 9, 2005	June 8, 2010	Cantolino Industries, Inc.
Christopher Ralph Cantolino	Quick-Disconnect Waterproof Connector	12/575,441	US 7,744,395 B1	October 7, 2009	Assignment data not available	
Christopher Ralph Cantolino	Rail Plate Used for Securing a Float Switch and a Drain Line Connection to a Fluid Collection Pan	29/320,941	US D630,709 S	July 8, 2008	Assignment data not available	

SCHEDULES 2 – PATENTS  
Patent Registrations and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Application No.</u>	<u>Patent No./Publication No.</u>	<u>Date of Filing/Publication Date</u>	<u>Date of Assignment</u>	<u>Assignee</u>
Christopher Ralph Cantolino	Strength-Enhanced Water-Collecting Pan for Use Under Storage Hot Water Heaters	12/563,669	US 8,100,140 B1	September 21, 2009	Assignment data not available	
Christopher Ralph Cantolino	Water Detection Assembly for Primary Drain Lines	12/565,765	US 8,154,313 B1	September 24, 2009	Assignment data not available	
Christopher Ralph Cantolino	Water Sensor Switch System	12/201,453	US 8,169,314 B2	August 29, 2008	Assignment data not available	
Christopher Ralph Cantolino	Vibration Isolator	12/574,062	US 8,317,169	November 27, 2012	Assignment data not available	
Christopher Ralph Cantolino	Alarm System for Hot Water Heaters	12/832,053	US 8,319,626	November 27, 2012	Assignment data not available	
Christopher Cantolino, Robert Dean Sells	Encapsulated Liquid Level Sensor Device	12/925,926	20120103089	May 3, 2012		
Christopher Cantolino, Mark Oudshoorn, Robert Dean Sells	Solid State Control System	12/806/977	20120047927	March 1, 2012		

Patent Licenses

SCHEDULE 3 – COPYRIGHTS

**Copyright Registrations and Copyright Applications**

**None.**