

01-28-2000

Form PTO-1594
(Rev. 6-93)
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Box Assignments

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Watermill Express, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State Texas
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: KeyBank National Association

Internal Address: _____

Street Address: 600 South Cherry Street, Suite 1000

City: Denver State: CO ZIP: 80222

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)
 Additional name(s) & addresses attached? ☐ Yes ☐ No

3. Nature of conveyance

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Amendment to Patent, Copyright and Trademark Security Agreement

Execution Date: March 29, 1999

4. Application number(s) or registration number(s):

Trademark Application No.(s)

B. Trademark Registration No.(s) 1,651,912

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dana Hartje Cardwell, Esq.

Internal Address: Sheridan Ross P.C.

Street Address: 1560 Broadway, Suite 1200

City: Denver State: CO ZIP: 80202

6. Total number of applications and registrations involved.

1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account.

8. Deposit account number: 19-1970

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dana Hartje Cardwell

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, DC 20231

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER FOR PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231 ON December 23, 1999.

SHERIDAN ROSS P.C.

BY:

Bonnie B. Ludlow

This Second Amendment to
Patent, Copyright and
Trademark Security
Agreement was prepared
by and, when recorded, should be
returned to:

Keith Block, Esq.
BLOCK MARKUS WILLIAMS, L.L.C.
1700 Lincoln, Suite 3550
Denver, Colorado 80203

SECOND AMENDMENT TO PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

This Second Amendment to Patent, Copyright and Trademark Security Agreement ("Second Amendment") is executed by Watermill Express, ("Grantor") and KeyBank National Association ("Beneficiary") for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of the 30th day of September, 1999.

Recitals

A. Grantor executed and delivered to Beneficiary a Patent, Copyright and Trademark Security Agreement ("Security Agreement") pertaining to the intellectual property described on **Exhibits A through C** attached hereto and incorporated herein by this reference on or about May 15, 1997. The Security Agreement was recorded in Reel 1597 at Frame 0143 in the records of the United States Patent and Trademark Office on June 9, 1997.

B. Grantor and Beneficiary executed a First Amendment to Patent, Copyright and Trademark Security Agreement dated as of March 29, 1999 ("First Amendment") pursuant to which Grantor and Beneficiary amended various terms and conditions set forth in the Security Agreement. The First Amendment was recorded in Reel 1883 at Frame 0792 in the records of the United States Patent and Trademark Office on April 12, 1999.

C. Grantor and Beneficiary wish to amend various terms and conditions set forth in the Security Agreement, as amended by the First Amendment, as described in this Second Amendment.

D. Capitalized terms used herein but not defined herein shall have the meanings given them in the Security Agreement and other Loan Documents.

Agreements

1. Section 2 of the Security Agreement shall be amended to read:

2. **Obligations Secured by Collateral.** The Collateral shall secure the payment and performance of all of the Borrower's present and future indebtedness, liabilities and obligations to Lender of any kind (collectively "Obligations") including, but not limited to, the Obligations described in:

a. the Second Amended and Restated Loan and Security Agreement dated September 30, 1999, and any amendments, modifications, replacements or substitutions thereto (collectively, the "Loan Agreement");

b. the First Amended and Restated Revolving Line of Credit Promissory Note in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) dated September 30, 1999 and any amendments, modifications, replacements or substitutions thereto (collectively, the "Revolving Line of Credit Note");

c. this Agreement and any amendments, modifications, replacements or substitutions hereto;

d. all other present and future promissory notes, pledge agreements, security agreements, deeds of trust, mortgages, this Agreement or any other documents pertaining to the Loan Agreement, Revolving Line of Credit Note, or otherwise related to the transactions contemplated therein (collectively, the "Other Loan Documents");

e. all present and future instruments and agreements between the Borrower and Lender pertaining to any of Borrower's depository, checking and other accounts and any amendments, modifications, replacements or substitutions thereto (collectively, the "Account Documents").

Hereinafter, the Loan Agreement, Revolving Line of Credit Note, this Agreement, Other Loan Documents, Account Documents, and other present and future instruments and agreements between Borrower and Lender of any kind may be referred to collectively as the "Loan Documents."

2. The Security Agreement shall remain in full force and effect except as amended by the First Amendment and this Second Amendment.

3. This Second Amendment shall be governed by the laws of State of Colorado and the federal laws of the United States of America.

4. This Second Amendment and the other loan documents herein represent the complete and integrated understanding between the parties pertaining to the subject matter thereof. All prior and contemporaneous agreements, written or oral, express or implied, are of no further force and effect to the extent inconsistent therewith.

By: [Signature]
Title: President

By: Philip J. Randall
Title: Vice President

STATE OF COLORADO)
)
) *Adams*) SS.
)
) ~~CITY AND COUNTY OF DENVER~~)

The foregoing instrument was acknowledged before me this 8th day of October, 1999, by Don Bolfa as the President of Watermill Express, Inc., a Delaware corporation.

My commission expires 9-14-03

Witness my hand and official seal.

Beta Smiley
Notary Public

STATE OF COLORADO

)

) ss.

CITY AND COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this 14th day of ^{October}~~September~~, 1999, by Philip J. Randell as the Vice President of KeyBank National Association, a national banking association.

My commission expires 4/20/2003

Witness my hand and official seal.

Susan Todaro
Notary Public



My Commission Expires 04/20/2003

EXHIBIT A

Trademark or Tradename No.	Trademark or Tradename	Date Registered	Trademark or Tradename Description
1,651,912	Watermill Express	July 23, 1991	Coin Operated Vending Machine for Dispensing Pure Water

Trademark or Tradename Application No.	Trademark or Tradename	Date Filed	Trademark or Tradename Description
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EXHIBIT B

Copyright No.	Copyright	Date Registered	Copyright Description
N/A	WETS (Watermill Express Tracking System	N/A	Computer Tracking Software

Copyright Application No.	Copyright	Date Filed	Copyright Description
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EXHIBIT C

Licenses pertaining to the following patents:

Patent No.	Date Issued	Patent Description
D323,355	January 21, 1992	Design of Watermill Express Station
D341,627	November 23, 1993	Design of Watermill Express Station