

03-05-2003

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): Oasis Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Trademark Collateral Agreement

Execution Date: February 24, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois banking, Other

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name

Int

Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

Str

City State ZIP

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41): \$ 1415.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Gregory T. Pealer

Name of Person Signing

Signature

February 27, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002676 FRAME: 0611

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registration / Application No.	Title
680,432	AQUA BAR (Stylized Lettering)
1,801,499	AQUA BAR PLUS DESIGN
737,542	AQUA-DRI
717,876	AQUARIUS
737,544	AQUARIUS
1,787,456	BREAKSTATION PLUS DESIGN
1,842,846	COOLER COLORS
1,367,498	DIAL-A-DRINK
589,756	EBCO
590,535	EBCO
190,125	EBCO (Stylized Letters)
1,688,362	EBTECH
1,692,795	EBTECH/THIRSTY THE CAMEL PLUS DESIGN
75/910,587	FRESHSTART
78/018,907	FRESHSTART (STYLIZED; PLUS DESIGN)
78/045,757	FRESHGUARD
2574607	FRESHIELD
78/047,736	FRESHKIT
822,843	HIDE-AWAY
2,546,023	JEWELTONES
1,758,199	MISC. DESIGN (WATER DROPLET)
2,498,482	OASIS
1,621,511	OASIS
739,633	OASIS
739,747	OASIS
765,497	OASIS
805,948	OASIS
982,171	OASIS
507,618	OASIS PLUS DESIGN
598,339	OASIS PLUS PALM DESIGN
1,776,403	OASIS PLUS PALM TREE DESIGN

Registration / Application No.	Title
1,776,404	OASIS PLUS PALM TREE DESIGN
2,154,424	OASIS PLUS SUN AND PALM REFLECTION
2,287,264	OASIS PLUS TRI-PALM DEVICE
2,262,337	OASIS RHINO TOUGH WATER COOLERS PLUS DESIGN
78/079,481	OASIS WATERING HOLE
1,776,413	PALM TREE DESIGN
2575164	RR
78/048,722	SPILLGUARD
78/047,719	STEAMFRESH
2,482,538	THE WORD FOR WATER COOLERS WORLDWIDE
2,363,636	TRI-PALM DESIGN
1,851,076	VERSACOOLER
1,357,883	WATERGUARD
78/123,194	AROMA FRESH
78/119,291	BEYOND FRESH BREWED
78/129,913	COOLER GUARD
78/129,911	COOLER SHIELD
78/119,282	KICK START
78/123,199	ORBITAL BREWING TECHNOLOGY
78/131,415	PACKARD BELL
78/131,869	ROCKWELL
78/131,874	ROCKWELL BELL
78/131,863	SINGER
78/119,688	WATERHOUSE
78/975,004	KICK START

TRADEMARK COLLATERAL AGREEMENT

This 24th day of February, 2003, Oasis Corporation, an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 265 N. Hamilton Road, Columbus, Ohio 43213-0510, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement as hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB and any assignee or assignees from HTSB acting in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

OASIS CORPORATION

By *Norman E. Murphy, Jr.*
Name NORMAN E. MURPHY, JR.
Title SECRETARY

HARRIS TRUST AND SAVINGS BANK, as Agent

By *Jean R. Elie*
Name Jean R. Elie
Title Vice President