

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
Earthstone International LLC		08/12/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	New Mexico Co-Investment Partners, L.P.
Street Address:	420 East Fourth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78215883	QUIK SAND HANDI-BLOC
Serial Number:	76434393	EARTHSTONE GROWING CRYSTALS
Registration Number:	2719476	POOLSTONE
Registration Number:	2541697	ECOMAX
Registration Number:	2889494	BODYSTONE
Registration Number:	2782957	POWERSAND
Registration Number:	2560393	POWERSTONE
Registration Number:	2459853	GRILLSTONE
Registration Number:	2200002	WE RUB THE EARTH THE RIGHT WAY

CORRESPONDENCE DATA

Fax Number: (303)223-0948
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-223-1148

OP \$240.00 78215883

Email: cparent@bhf-law.com
Correspondent Name: Christopher M. Parent
Address Line 1: 410 Seventeenth Street
Address Line 2: 22nd Floor
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Christopher M. Parent
Signature:	/ChristopherMParent/
Date:	09/27/2005

Total Attachments: 6

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SECURITY AGREEMENT

EARTHSTONE INTERNATIONAL LLC, a Delaware limited liability company ("Debtor"), and NEW MEXICO CO-INVESTMENT PARTNERS, L.P., a Delaware limited partnership ("Secured Party"), agree:

Section 1. Recitals. Contemporaneously with this Security Agreement (this "Agreement") Debtor and Secured Party are entering into a Demand Note Purchase Agreement dated August 12, 2005 (the "Note Purchase Agreement"). Secured Party is willing to enter into the Note Purchase Agreement in part only if Debtor enters into this Agreement. Capitalized terms used but not defined in this Agreement are used as defined in the Note Purchase Agreement.

Section 2. Definitions. As used in this Agreement:

(a) "Collateral" means all personal property of Debtor now owned or hereafter acquired including without limitation all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including Intellectual Property, payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, financial assets, certificates of deposit and all of Debtor's books and records with respect to any of the foregoing and the computers and equipment containing such books and records, and any and all cash or non-cash proceeds of any of the foregoing, including without limitation insurance proceeds and all supporting obligations and the security therefor or for any right of payment. Each of the words in this definition that is defined in the UCC has the meaning assigned thereto in the UCC.

(b) "Obligations" means the obligations of Debtor to pay the principal of and interest on the Notes and the Existing Notes, to pay, perform and observe its covenants and agreements under each of the other the Investment Documents and to pay, perform and observe its indebtedness or other liabilities to Secured Party of every kind and character, direct and indirect, absolute or contingent, due or to become due, now existing or hereafter incurred.

(c) "UCC" means the Uniform Commercial Code as adopted, amended and in effect in New Mexico.

Section 3. Security Interest. To secure the payment, performance and observance of the Obligations, Debtor grants a security interest in the Collateral to Secured Party. Debtor will from time to time execute and deliver to Secured Party such financing statements and other documents as Secured Party may request in order to perfect and continue perfected Secured Party's security interest in the Collateral.

Without limiting the generality of the foregoing: (i) Debtor authorizes Secured Party to file a financing statement, and renewals and extensions thereof with the Delaware Secretary of State and such other public officials as Secured Party may deem desirable covering the Collateral at Debtor's expense; and (ii) Debtor will execute and file, at Debtor's expense, such documents as may be necessary to perfect Secured Party's security interest in any portion of the Collateral covered by a certificate of title.

Section 4. IOS Security Interest. The parties acknowledge that Debtor has granted a security interest in accounts and related collateral in favor of International Outsourcing Services, LLC ("IOS") to secure the payment of up to \$1,000,000 aggregate principal amount of indebtedness of Debtor to IOS (collectively, the "IOS Security Interest") and that the IOS Security Interest is prior and superior to the security interest granted in this Agreement with respect to such portion of the Collateral.

Section 5. Representations and Warranties. Each of the representations and warranties of Debtor set forth in the Note Purchase Agreement is incorporated in this Agreement as if set forth herein in full.

Section 6. Covenants. Each of the covenants of Debtor set forth in the Note Purchase Agreement is incorporated in this Agreement as if set forth herein in full. In addition, until payment and performance of the Obligations in full, Debtor will:

(a) except for the IOS Security Interest and as otherwise expressly permitted by this Agreement and the Note Purchase Agreement, not sell, transfer, assign or otherwise dispose of any Collateral or any interest therein;

(b) except for the IOS Security Interest and as otherwise expressly permitted by this Agreement and the Note Purchase Agreement, Debtor will keep the Collateral free of any Liens other than the security interest granted in this Agreement and will not permit or suffer the filing of any financing statement covering any of the Collateral;

(c) keep and maintain the Collateral in good condition and repair and not use the Collateral in violation of any applicable provision of law or any policy of insurance insuring the Collateral;

(d) prevent any portion of the Collateral that is not a fixture from becoming a fixture and any portion of the Collateral from being or becoming an accession to other goods that are not part of the Collateral;

(e) promptly upon Secured Party's demand, deliver to Secured Party all instruments, documents and chattel paper included in the Collateral and all invoices, shipping or delivery records, purchase orders, contracts, or other items relating to the collateral;

(f) promptly notify Secured Party of any default by any obligor in the payment or performance of its obligations with respect to any Collateral;

(g) not, without Secured Party's prior written consent, make or agree to make any alteration, modification or cancellation of, or substitution for or credit, adjustment or allowance on, any Collateral;

(h) permit Secured Party or its agents to inspect the Collateral at reasonable times and to enter into any premises where any Collateral is or may be located;

(i) keep records concerning the Collateral in accordance with United States generally accepted accounting principles and permit Secured Party and its agents access to and the right to make copies of and extracts from such records;

(j) mark its records and the Collateral to indicate Secured Party's security interest therein;

(k) protect and defend Secured Party's security interest in the Collateral against all claims and demands of other parties, including without limitation defenses, setoffs, claims and counterclaims asserted by any obligor with respect thereto against Debtor or Secured Party and pay all claims and charges that in the opinion of Secured Party may prejudice, imperil or otherwise affect the Collateral or Secured Party's security interest therein;

(l) promptly notify Secured Party of any levy, distraint or other seizure by legal process or otherwise of any of the Collateral or of any threatened or filed claims or proceedings that might in any way affect or impair Secured Party's security interest in the Collateral;

(m) keep the Collateral insured against loss or damage by fire, theft, collision and other hazards and risks customarily insured against in an amount not less than the fair market value thereof, maintain liability insurance with respect to the ownership and operation of the Collateral in an aggregate coverage amount not less than the aggregate principal amount of the Notes or such greater amount as is ordinarily insured against by similar businesses, and cause Secured Party to be named as a co-insured on each such insurance policy;

(n) not relocate its chief executive offices, change its state of incorporation, change its legal name or change the location of Debtor's records with respect to the Collateral without at least 30 days' prior notice to Secured Party;

(o) store any of the Collateral with a bailee, warehouseman or other third party unless the third party has been notified of Secured Party's security interest and Secured Party: (i) has received an acknowledgement from the third party that it is

holding or will hold the Collateral for Secured Party's benefit, or (ii) is in pledge possession of the warehouse receipt, if negotiable, covering such Collateral; and

(p) take such actions and execute and deliver such instruments and documents as Secured Party may from time to time request, all at Debtor's expense, to establish, maintain, perfect and continue the validity and priority of Secured Party's security interest in the Collateral.

Section 7. Remedies. Upon the occurrence and during the continuance of an Event of Default, Secured Party may, in its sole discretion, do any or all of the following:

(a) declare all or any part of the Obligations immediately due and payable;

(b) settle or adjust disputes and claims directly with account debtors for such amounts and upon such terms and in whatever order Secured Party deems advisable;

(c) require Debtor to assemble the Collateral in Debtor's possession and cause third parties to deliver the Collateral to Secured Party;

(d) enter the premises where any of the Collateral is located, take and maintain possession of the Collateral and occupy such premises without charge;

(e) operate the business of Debtor as a going concern;

(f) demand, collect and sue on and pursue any legal or equitable remedy available to collect any obligation that is a part of the Collateral (in either Debtor's or Secured Party's name), enforce, compromise, settle or discharge the Collateral and endorse Debtor's name on any instruments, documents or chattel paper included in or pertaining to the Collateral (for which purpose Debtor irrevocably appoints Secured Party as its attorney in fact), enforce its title in and right to possession of the Collateral and enforce any and all other rights or remedies available to it;

(g) pay, purchase, contest or compromise any Lien that in Secured Party's determination is or may be prior or superior to Secured Party's security interest and pay all expenses in connection therewith

(h) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale and sell any of the Collateral;

(i) dispose of any or all of the Collateral by way of one or more transactions for cash or on terms and in such matter and at such places (including Debtor's premises) as Secured Party deems commercially reasonable, provided that, with respect to any Collateral that is Intellectual Property, no such disposal will occur before the date 60 days after Secured Party has given Debtor notice of the relevant Default or Event of Default; or

(j) exercise any other remedies of a secured party under the UCC or other applicable law.

If Secured Party is required under applicable law to give Debtor notice of the exercise of any remedy, ten days' prior notice will be deemed to be reasonable notice. At any public sale of any of the Collateral, Secured Party may bid for and purchase such Collateral, using any portion of the unpaid Obligations as a credit against the purchase price. Secured Party will apply the proceeds of any disposition of the Collateral pursuant to its remedies first to the payment of any costs or expenses (including reasonable legal fees and expenses, whether or not a legal action is commenced, and court costs) suffered or incurred by Secured Party in preserving its interest in the Collateral or in exercising its remedies under this Agreement and second to the unpaid Obligations in whatever manner or order Secured Party deems appropriate. None of Secured Party's remedies is exclusive, and every remedy is in addition to every other remedy at law or in equity. No delay in exercising or failure to exercise any remedy is a waiver thereof. Debtor waives presentment, notice of dishonor and protest.

Section 8. Miscellaneous. The provisions of Section 12 of the Note Purchase Agreement are incorporated in this Agreement as if set forth in full herein.

Dated: August 12, 2005.

EARTHSTONE INTERNATIONAL, LLC

By
Its

Jay Dilling
Chairperson

NEW MEXICO CO-INVESTMENT
PARTNERS, L.P.

By Fort Washington Capital Partners,
LLC, as general partner

By Fort Washington Investment
Advisors, Inc., as managing
member

By _____
Its _____

By _____
Its _____

(j) exercise any other remedies of a secured party under the UCC or other applicable law.

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Dated: August 12, 2005.

EARTHSTONE INTERNATIONAL, LLC

By _____
Its _____

NEW MEXICO CO-INVESTMENT
PARTNERS, L.P. *MA*

By Fort Washington Capital Partners,
LLC, as general partner

By Fort Washington Investment
Advisors, Inc., as managing
member

By *Maribeth S. Rahe*
Maribeth S. Rahe
CEO and President

By *John J. Connor*
John J. Connor
Managing Director