

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

H₂O Plus, L.P.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation Delaware
- Other

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

2. Name and address of receiving party(ies)

Name: Harris N.A.

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other National Banking Association

If recipient is not domiciled in the United States, a domestic representative designation is attached.

Yes No

(Designations must be a separate document from assignment)

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 6, 2005

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

A. Trademark Application No.(s)
See Schedule A-1, attached

B. Trademark Registration No.(s)
See Schedule A-1, attached

Additional numbers attached? Yes No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)
Attorney Docket No. 1616804

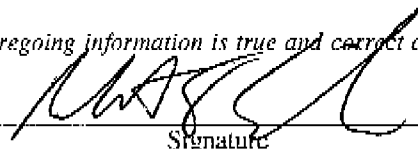
DO NOT USE THIS SPACE

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.

Robert J. Schneider

Name of Person Signing



Signature

October 7, 2005

Date

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

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$440.00 500305 753054415

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
~H2O+ (subscript 2) Stylized	2178830	August 4, 1998
~H2O+ (subscript 2) Stylized	2285726	October 12, 1999
~H2O+ (subscript 2) Stylized	2037872	February 11, 1997
AQUAFIRM	2780764	November 4, 2003
AROMAPLUS	2041415	February 25, 1997
BATHWATERS	2097667	September 16, 1997
BLACK ICE	2402304	November 7, 2000
MINT ICE	2369660	July 25, 2000
THE SOURCE OF LIFE FOR YOUR SKIN	2922771	February 1, 2005
WATER IS YOU	2979030	July 26, 2005
WATERWHITE	2805800	January 13, 2004
WAVY BOTTLE DESIGN	1743830	December 29, 1992

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
AN OASIS OF WATER-BASED SKINCARE	75/305445	June 9, 1997
AQUALIBRIUM	78/428643	June 2, 2004
OASIS	78/048341	February 14, 2001
OASIS	78/611524	April 19, 2005
SPLASHLITE	78/346568	December 30, 2003

TRADEMARK COLLATERAL AGREEMENT

This 6th day of October, 2005, H₂O PLUS, L.P., a Delaware limited partnership ("*Debtor*") with its principal place of business and mailing address at 845 West Madison Street, Chicago, Illinois 60607, 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 N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*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-1 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) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) 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-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

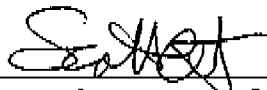
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

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.

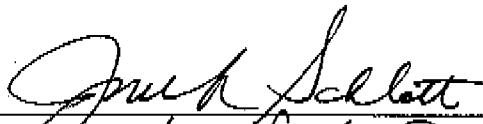
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth 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.

H₂O PLUS, L.P.

By 
Name SCOTT OAS
Title CFO

HARRIS N.A.

By 
Name Jennifer L. Schlott
Title Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None