

REC  
T



103088661

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AWTP, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware LLC
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ares Capital Corporation, as Second Lien Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 780 Third Avenue, 46th Floor

City: New York

State: NY

Country: USA Zip: 10017

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Maryland

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) 12/23/05

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached Schedule I

B. Trademark Registration No.(s)  
See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic

Internal Address: \_\_\_\_\_

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*Kristin Brozovic*  
Signature

12/28/05

Date

01/04/2006 DE/RNE 00000113 2156265

01 FC:8521  
02 FC:8522  
03 FC:8523

40.00 DP  
425.00 DP  
120.00 DP  
Name of Person Signing  
Kristin Brozovic

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I

Mark	Registration / Application No.	Country
AMAZON	2156265	USA
AQUION	0984487	USA
CLASSIC APOLLO	22800256	USA
HYSULEX	2405983	USA
LUXURY WATER	1763652	USA
MICREFINER	2400456	USA
RAINSOFT (& Design)	2035300	USA
RAINSOFT	0715436	USA
RAINSOFT	1950973	USA
RAINSOFT	2033664	USA
RAINSOFT	1632154	USA
RAINSOFT (& Design)	1942751	USA
RAINSOFT WATER TREATMENT SYSTEM (& Design)	2633085	USA
WHAT WATER WAS MEANT TO BE	1709029	USA
AQUA TRAVELER	76/582452	USA
PROSYSTEMS	76/638330	USA
AMAZON	2156265	USA
AQUION	0984487	USA

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 23, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GENERAL ELECTRIC CAPITAL CORPORATION, AS SENIOR AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), AND ARES CAPITAL CORPORATION, AS JUNIOR AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2005, by AWTP, LLC, a Delaware limited liability company ("Grantor"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation, in its capacity as second lien agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AWTP, LLC

By:   
Name: Thomas McDonough  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Second Lien Trademark Security Agreement]

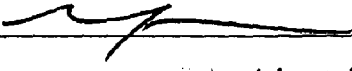
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AWTP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Michael Aroughetti  
President

[Signature Page to Second Lien Trademark Security Agreement]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration / Application No.</b>	<b>Country</b>
AMAZON	2156265	USA
AQUION	0984487	USA
CLASSIC APOLLO	22800256	USA
HYSULEX	2405983	USA
LUXURY WATER	1763652	USA
MICREFINER	2400456	USA
RAINSOFT (& Design)	2035300	USA
RAINSOFT	0715436	USA
RAINSOFT	1950973	USA
RAINSOFT	2033664	USA
RAINSOFT	1632154	USA
RAINSOFT (& Design)	1942751	USA
RAINSOFT WATER TREATMENT SYSTEM (& Design)	2633085	USA
WHAT WATER WAS MEANT TO BE	1709029	USA
AQUA TRAVELER	76/582452	USA
PROSYSTEMS	76/638330	USA
AMAZON	2156265	USA
AQUION	0984487	USA
RAINSOFT	13944	Belarus

<b>Mark</b>	<b>Registration / Application No.</b>	<b>Country</b>
RAINSOFT (& Design)	13945	Belarus
AQUA TRAVELER	1231998	Canada
PROSYSTEMS		China
RAINSOFT	71436	Egypt
AQUION	241042	European Community
RAINSOFT	241018	European Community
RAINSOFT	370429	European Community
RAINSOFT	1612942	France
RAINSOFT (AND WATER TREATMENT SYSTEMS DESIGN)	013120799	France
HYDREFINER	138303	Ireland
RAINSOFT	B 129663	Ireland
AMAZON	125756	Israel
APOLLO	125757	Israel
RAINSOFT	125758	Israel
RAINSOFT	125760	Israel
RAINSOFT	125761	Israel
RAINSOFT	125759	Israel
RAINSOFT (& Design)	125762	Israel
RAINSOFT (& Design)	125763	Israel
RAINSOFT (& Design)	125765	Israel
RAINSOFT (& Design)	125764	Israel
UL TREFINER	125766	Israel
RAINSOFT	2263378	Japan



Mark	Registration / Application No.	Country
RAINSOFT	20771	Kuwait
AMAZON	39664	Lithuania
APOLLO	39668	Lithuania
RAINSOFT	39669	Lithuania
RAINSOFT (& Design)	39667	Lithuania
UL TREFINER	40013	Lithuania
RAINSOFT	151934	Poland
RAINSOFT (& Design)	151351	Poland
RAINSOFT	189408	Republic of Korea
RAINSOFT	408313	Republic of Korea
PROSYSTEMS		Republic of Korea
RAINSOFT	188700	Russian Federation
RAINSOFT (& Design)	188701	Russian Federation
UL TREFINER	99701746	Russian Federation
RAINSOFT	1587084	Spain
RAINSOFT	200125339	Turkey
RAINSOFT	27878	Ukraine
RAINSOFT (& Design)	27877	Ukraine