

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citiplate, Inc.		03/24/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Entrepreneur Growth Capital LLC		
<b>Street Address:</b>	545 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73831370	AQUA PLUS	
<b>Serial Number:</b>	73492831	AQUA+	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-336-8000		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Amster Rothstein & Ebenstein LLP		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	32789/3		
<b>NAME OF SUBMITTER:</b>	Richard S. Mandaro		
<b>Signature:</b>	/Richard S. Mandaro/		
<b>Date:</b>	04/04/2006		

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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), dated March 24<sup>th</sup>, 2006, is made by CITIPLATE, INC. (the “**Grantor**”) in favor of ENTREPRENEUR GROWTH CAPITAL LLC (the “**Secured Party**”).

WHEREAS, Grantor has executed and delivered a certain Loan and Security Agreement dated December 23, 2005 made by the Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**L&S Agreement**”). Terms defined in the L&S Agreement and not otherwise defined herein are used herein as defined in the L&S Agreement.

WHEREAS, under the terms of the L&S Agreement, Grantor has granted to the Secured Party, a security interest in, among other property, certain general intangibles including, but not limited to, trademarks and trademark applications of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. *Grant of Security.* Grantor hereby grants to the Secured Party a continuing security interest in all of Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application therefor, referred to in **Schedule 1** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark license to which Grantor is a party, including, without limitation, each Trademark license referred to in **Schedule 2** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect or otherwise recover such damages.

Section 2. *No Transfer of Grantor's Rights.* Except to the extent expressly permitted in the L&S Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Warranties and Representations.

(i) Grantor believes it has the sole, full and clear title to the Trademarks in the United States shown on **Schedule 1** hereto for the goods and services with which the Trademarks are used, and believes that any registrations thereof are valid and subsisting and in full force and effect. Grantor has used and will continue to use for the duration of this Agreement standards of quality in the manufacture of products sold under the Trademarks that are at least equal to those standards in effect as of the date of this Agreement.

(ii) Grantor (either itself or through its licensees) will continue to use the Trademarks on each and every trademark class of goods applicable to its current lines of goods as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force and effect free from any claim of abandonment for non-use and Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated; provided, however, that Grantor may choose to abandon any Trademark if, in Grantor's reasonable business judgment, to do so is in the best business interests of Grantor. Prior to the intentional abandonment of any Trademark, Grantor agrees to notify the Secured Party in writing.

(iii) In the event that Grantor, either itself or through any subsidiary, affiliate, agent, employee, licensee or designee, shall file an application for the issuance of any trademark with the United States Patent and Trademark Office, or shall obtain issuance of any trademark previously applied for, or shall adopt, acquire or obtain rights to any new trademark application, or become entitled to the benefit of any trademark application or any trademark, Grantor shall promptly inform the Secured Party, and, upon request of the Secured Party, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's interest in such trademarks and the goodwill and general intangibles of Grantor relating thereto or represented thereby. Grantor hereby appoints the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, such power being coupled with an interest and is irrevocable until the Obligations are paid in full. Grantor authorizes the amendment of the schedules hereto to include any future trademark or trademark applications which may be acquired or made by Grantor.

(iv) As of the date hereof, neither Grantor nor any affiliate or subsidiary thereof, has any trademarks or pending trademark applications registered in the United States Patent and Trademark Office other than those described in **Schedule 1** hereto.

(v) In the event that any trademark is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify the Secured Party and shall, unless Grantor shall determine in its reasonable business judgment that such trademark is of negligible economic value to the business of Grantor, promptly sue for infringement, misappropriation and/or dilution and to obtain injunctive relief and recover damages therefor, and shall take such other actions to protect such trademark as Grantor shall deem appropriate in its reasonable business judgment under the circumstances. The Secured Party shall have the right, but in no way shall be obligated, to bring suit in its own name to enforce the trademarks and any licenses thereunder, in which event Grantor shall, at the request of the Secured Party, do any and all lawful acts requested by the Secured Party and execute any and all documents required by the Secured Party to aid such enforcement, and Grantor shall, upon demand, promptly reimburse and indemnify the Secured Party for all costs and expenses incurred in such enforcement.

Section 4. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the Obligations of Grantor, now or hereafter existing under or in respect of the L&S Agreement whether direct or indirect, absolute or contingent.

Section 5. *Recordation.* Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 6. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

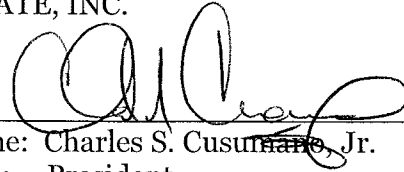
Section 7. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the L&S Agreement and is expressly subject to the terms and conditions thereof. The L&S Agreement (and all, rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 8. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. All proceedings in relation to this agreement shall be heard by a court of competent jurisdiction in the State of New York.

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

CITIPLATE, INC.

By: \_\_\_\_\_



Name: Charles S. Cusumano, Jr.

Title: President

Address for Notices:

1600 Stewart Avenue  
Westbury, NY 11590

**Schedule 1**

**Issued Trademarks:**

1. "AQUA PLUS" - Serial No. 73831370
2. "AQUA+" - Serial No. 73492831

**Trademark Applications:**

**None**

**Schedule 2**

**Trademark Licenses:**

**None**