#### RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

)c	OMB No. 0651-0027 (exp. 06/30/2008)					
${}^{\!$	TRADEMARKS ONLY  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): SILICON VALLEY BANK		2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? □Yes ☒ No Name: Miox Corporation  2. Name and address of receiving party(ies):  07 - 11 - 2007			
<u>ن</u> اع						
•						
_'						
-			Internal Addre	ss	102405545	
	] Individual(s)	☐ Association			103425545	
	General Partnership	☐ Limited Partnership	Street Address	s: 5601 Balloon	Fiesta Parkway NE	
I⊳	☑ Corporation-State					
1	Other	City: Albuque	City: Albuquerque			
		State: NM	•			
	dditional name(s) of conveying	Country: USA				
3	. Nature of conveyance/	Zip: <b>87113</b>				
	Fire softing Data (a), July 0, 0007		C Appositotio	- Citi-anahin		
=	execution Date(s): July 2,	2007	Associatio	n Citizenship artnership Citiz	enshin	
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Ì	Security Agreement	☐ Change of Name	Other	Citizenship	<b>y</b>	
	_ ,	_		t domiciled in the Ur	nited States, a domestic representative	
	7 Other : Delenes		designation is attached: ☐ Yes ☒ No (Designations must be a separate document from assignment)			
	<ul><li>✓ Other : Release</li><li>4. Application number(s) or registration number(s) and identifi</li></ul>					
	. Application frameer(s) or re	egistration number(s) and lucitar	ication of acsoript	ion of the tradema	arn.	
Α	Trademark Application No.(s	s)	B. Trademark Registration No.(s)			
07/10/	2007 DBYRNE 00000030 0649	282	0649282			
)1 FC:	8521	40.00 OP \	1805225			
02 FC:		50.00 QP \	3166143			
C	C. Identification or Description of Trademark(s) (and Filing Date		e if Application or Additional sheets attached?   Yes  No			
	Registration Number is unknown):		o ii rippiioation oi	/ taditio	Tar Gridere attached 55 15	
	. Name and address of p		6. Total number of applications and registrations involved: 3			
		ing document should be				
n	nailed:					
<sub> </sub>	Isaa Valley Ben	l-				
IN	Name: Silicon Valley Bank		7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$90.00  Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed			
lir	nternal Address: <b>HF154</b>					
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s	Street Address: 3003 Tas					
			O. Dayura and Im	formation:		
C	City: Santa Clara State: CA ZIP: 95054		8. Payment In	nomanom.		
	Phone Number: (408) 919-0310		a. Credit Card	Last 4 Number	ers	
F			a. Ground Gara	Expiration Da		
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F	Fax Number: (408) 654-6313  Email Address: svaldivia@svb.com		b. Deposit Acc	count Number		
_			Authorized User Name			
<u> E</u>	maii Address: <b>svaidivia</b>	0 6 629 /				
	9. Signature.  Signature  Susana Valdivia			July 2, 2	007	
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- !					Total number of pages including cover sheet, attachments, and document:	
		Susana Valdivia		Total number of p	ages including cover its, and document:	
		Name of Person Signing		sheet, attachmen	ages including cover its, and document: 6-0140, or mailed to:Mail	

Documents to be recorded (including cover sheet) should be fax Ston Assignment Recordation Services. Director of the USPTO. P.O. Box 1450. Alexandria. VA 22313-1450 TRADEMARK

**REEL: 003579 FRAME: 0218** 

## RELEASE OF SECURITY AGREEMENT COVERING **INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Miox Corporation ("Assignor") in the trademarked works set forth in that certain Intellectual Property And Security Agreement dated, September 23, 2005, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on October 17, 2005, Reel 3236, Frame 0630.

Dated: July 2, 2007

SILICON VALLEY BANK

Name: Romil Randhawa

Operations Department Manager Title:



### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MIOX CORPORATION ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	MIOX CORPORATION		
5500 Midway Park Place, NE, Albuquerque, NM 87109	By: PRESIDENT		
Attn:			
	BANK:		
Address of Bank:	SILICON VALLEY BANK		
14300 Northsight Boulevard, Suite 203, Scottsdale, Arizona 85260  Attn:	By: Delled  Title: VICE PRESIDENT		
Attn: / ICHOLS D. WOOD			

GRANTOR:

# **EXHIBIT A**

Copyrights

**Description** 

Registration/ Application Number Registration/ Application <u>Date</u>

# EXHIBIT B

### Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Gas Drive Electrolytic Cell	10/785,892	02/23/2004
Electrolytic Cell for Surface and Point of Use	10/785,610	02/23/2004
<u>Disinfection</u>	1077 00,010	02/20/2004
Dual Diaphragm Pump Driven Filtration	10/759,753	01/16/2004
System Pumps for Filtration Systems	10/759,750	01/16/2004
Filtration Membrane And Method Of Making	•	
Same	10/382,971	03/05/2003
Scented Electrolyte	60/602,775	08/19/2004
Water Disinfection System	10/849,711	05/18/2004
Electrolytic Cell for Surface and Point of Use	PCT/US2004/0055	02/23/2004
Disinfection Countries Cou	53	02/20/2004
Electrolytic Cell For Generating Sterilization Solutions Having Increased Ozone	07/857,731	03/26/1992
Electrolytic Cell For Generating Sterilization		
Solutions Having Increased Ozone	08/787,160	01/23/1997
Method And Apparatus For Removing Organic	07/004 720	00/04/4000
Contaminants	07/924,739	08/04/1992
Portable Hydration System	09/686,214	10/10/2000
Pumps for Filtration System	PCT/US04/03964	02/11/2004
Miox - GENERAL - Patent 5,858,201		
Electrolytic Cell for Generating Sterilization	667525 (Australia)	08/13/1996
Solutions Having Increased Ozone C Electrolytic Cell for Generating Sterilization		
Solutions Having Increased Ozone	3051175 (Japan)	03/31/2000
Electrolytic Cell for Generating Sterilization	2120011 (Canada)	3/30/1999
Solutions Having Increased Ozone C	2130911 (Canada)	3/30/1999
Electrolytic Cell for Generating Sterilization	220363 (S. Korea)	06/21/1999
Solutions Having Increased Ozone C		
Electrolytic Cell for Generating Sterilization	3051175 (Japan)	03/31/2000
Solutions Having Increased Ozone  Electrolytic Cell for Generating Sterilization	MY-109908A	00/00/4007
Solutions Having Increased Ozone C	(Malaysia)	09/30/1997
Electrolytic Cell for Generating Sterilization	181169 (India)	09/03/1993
Solutions Having Increased Ozone C	101109 (IIIdia)	03/00/1000
Electrolytic Cell for Generating Sterilization	181992 (Mexico)	06/28/1996
Solutions Having Increased Ozone C	·	
Reverse Osmosis Membrane and Method for	60/230,895	09/05/2000
Making Same Dual Head Pump Driven Membrane System	PCT/US02/22618	07/16/2002
Dual read Fullip Diliven Membrane System		

Gas Drive Electrolytic Cell	PCT/US2005/0059 78	02/23/2005
Portable Water Disinfection System	09/318,468	05/25/1999
Filtration Membrane and Method of Making Same	00982517.5	03/05/2003
Portable Water Disinfection System	09/579,178	05/24/2000
Portable Water Disinfection System	09/907,092	07/16/2001
Method and Apparatus for Scale and Biofilm Control	PCT/US2005/0208 33	06/09/2005
Scented Electrolysis Product	PCT/US2005/0301 74	08/19/2005
Device and Method for Instrument Sterilization	60/630,877	11/24/2004
Method and Apparatus for Scale and Biofilm Control	60/579,053	06/10/2004
Scented Electrolysis Product	60/602,775	08/19/2004
Carbonate Scale Detector	10/946,658	09/22/2004
Method and Apparatus for Scale and Biofilm Control	11/149,740	06/09/2005

# **EXHIBIT C**

### Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
MIOX	74/250,971	02/27/1992
The Future Of Water Is Clear	78/461,714	08/04/2004
THE FUTURE OF WATER IS CLEAR	1,246,592 (Canada)	06/24/2005
MIOX	649,282 <sup>′</sup>	09/19/1995

**EXHIBIT D** 

Mask Works

**Description** 

**RECORDED: 07/02/2007** 

Registration/ Application Number Registration/ Application <u>Date</u>