

**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
H2O Plus, LLC		05/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2178830	~ H2O +
Registration Number:	2285726	~ H2O +
Registration Number:	2037872	~ H2O +
Registration Number:	2780764	AQUAFIRM
Registration Number:	2097667	BATHWATERS
Registration Number:	2402304	BLACK ICE
Registration Number:	2369660	MINT ICE
Registration Number:	2922771	THE SOURCE OF LIFE FOR YOUR SKIN
Registration Number:	2979030	WATER IS YOU
Registration Number:	2805800	WATERWHITE
Registration Number:	1743830	
Registration Number:	3011660	AN OASIS OF WATER-BASED SKINCARE
Registration Number:	3121664	AQUALIBRIUM
Registration Number:	3218494	OASIS

CH \$365.00 2178830

CORRESPONDENCE DATA

Fax Number: (312)803-5299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1616804
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/27/2008

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 23rd day of May, 2008, H<sub>2</sub>O Plus, LLC, a Delaware limited liability company (“*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) 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 by reason of injury to the goodwill associated with any such trademark or trademark registration, 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 and trademark applications 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.

H<sub>2</sub>O PLUS, LLC

By   
Name SCOTT OATS  
Title CFO

HARRIS N.A.

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

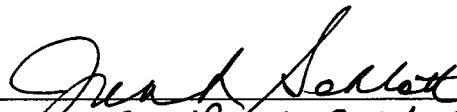
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security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

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H<sub>2</sub>O PLUS, LLC

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

HARRIS N.A.

By  \_\_\_\_\_  
Name Jennifer K. Schlett  
Title Senior Vice President

**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
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
AN OASIS OF WATER-BASED SKINCARE	3011660	November 1, 2005
AQUALIBRIUM	3121664	July 25, 2006
OASIS	3218494	March 13, 2007

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE