

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
QUENCH USA, INC.	FORMERLY QUENCH USA LLC	08/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GLADSTONE BUSINESS INVESTMENT, LLC		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3285968	QUENCH	
Registration Number:	3285969	QUENCH	
CORRESPONDENCE DATA			
Fax Number:	(650)849-7400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6508435381		
Email:	dsanchezbentz@cooley.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	Cooley Godward Kronish LLP		
Address Line 2:	5 Palo Alto Square, 3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	304237-117		
NAME OF SUBMITTER:	Diana Sanchez Bentz		

CH 3285968 \$65.00

Signature:

/dsb4232/

Date:

09/03/2008

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”) is entered into as of this 29th day of August, 2008 by and between: QUENCH USA, INC., a Delaware corporation (the “*Seller*”) and successor-by-merger to Quench USA LLC and GLADSTONE BUSINESS INVESTMENT, LLC (the “*Buyer*”), as successor-in-interest to Gladstone Investment Corporation.

This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of March 27, 2006 executed by Seller’s predecessor, Quench USA LLC, in favor of Buyer (the “*Original Agreement*”). Nothing contained herein shall in any way impair the Original Agreement now held for the Obligations, nor affect or impair any rights, powers, or remedies under the Original Agreement, it being the intent of the parties hereto that this amendment and restatement of the Original Agreement shall not constitute a novation of the Original Agreement or an accord and satisfaction of the Obligations. Seller hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Original Agreement, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all collateral heretofore pledged as security for the Obligations, continues to be and remains collateral for the Obligations from and after the date hereof.

RECITALS

A. The Seller and the Buyer are entering into a certain Amended and Restated Note Purchase Agreement of even date herewith (the “*Note Purchase Agreement*”). Capitalized terms used herein are used as defined in the Note Purchase Agreement.

B. As a condition the Buyer entering into the Note Purchase Agreement, the Buyer requires that the Seller grants to the Buyer a security interest in the Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, the Seller has granted to Buyer a security interest in all of Seller’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, the Intellectual Property.

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 the Obligations the Seller hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, the Seller grants and pledges to Buyer a security interest in all of the Seller’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C 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, except to the extent any such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, §8.9A-406 and §8.9A-408 of the Applicable UCC), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

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


The Seller represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Sellers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The Seller hereby acknowledges and agrees that the Buyer may, from time to time and without notice to the Seller, amend Exhibits A, B and C hereto to reflect changes in Seller's right, title and interest in, to and under any Intellectual Property; *provided* that the Seller acknowledges and agrees that the Buyer's failure to so amend such Exhibits shall not limit or impair the Buyer's security interest in any Intellectual Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the day and year first above written.

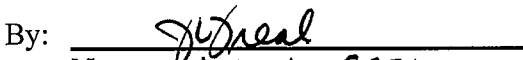
SELLER:

QUENCH USA, INC.

By: 
Name: John W. King
Title: CEO

BUYER:

GLADSTONE BUSINESS INVESTMENT, LLC

By: 
Name: JOHN W. FREAL
Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO AMENDED & RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003845 FRAME: 0977

**EXHIBIT A
COPYRIGHTS**

Holder	Description	Registration Number	Registration Date
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None.

EXHIBIT B

PATENTS

Holder	Description	Registration/ Application Number	Registration/ Application Date
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None.

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
QUENCH	3285968	08/28/2007
QUENCH	3285969	08/28/2007