

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		12/04/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Fifth Third Bank (Chicago)
Street Address:	222 Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corp.: MICHIGAN

PROPERTY NUMBERS Total: 15

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

CH \$390.00 3121664

Serial Number:	77141117	SEA CLEAR
Serial Number:	78611524	OASIS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	823276
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	12/11/2008

Total Attachments: 18
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EXHIBIT A

TRADEMARKS

1. Registered Trademarks

<i>Mark</i>	<i>Int'l Class</i>	<i>Registration Date</i>	<i>Register</i>	<i>Registration Number</i>
AQUALIBRIUM	3	7/25/06	Principal	3,121,664
THE SOURCE OF LIFE FOR YOUR SKIN	35	2/1/05	Principal	2,922,771
WATER IS YOU	35	7/26/05	Principal	2,979,030
AQUAFIRM	3	11/4/03	Principal	2,780,764
WATERWHITE	3	1/13/04	Principal	2,805,800
OASIS	3	3/13/07	Principal	3,218,494
AN OASIS OF WATER- BASED SKINCARE	35	11/1/05	Principal	3,011,660
BLACK ICE	3	11/07/00	Principal	2,402,304
MINT ICE	3	7/25/00	Principal	2,369,660
~H2O+	21	10/12/99	Principal	2,285,726
~H2O+	3	8/4/98	Principal	2,178,830
~H2O+	42	2/11/97	Principal	2,037,872
Miscellaneous Design (wavy bottle design)	3	12/29/92	Principal	1,743,830

2. Pending Registrations

<i>Mark</i>	<i>Int'l Class</i>	<i>Application Filing Date</i>	<i>Register</i>	<i>Serial Number</i>
SEA CLEAR	3	3/27/07	Principal	77/141,117
OASIS	3	4/19/05	Principal	78/611,524

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") dated as of December 4, 2008, is made by **H2O PLUS, LLC**, a Delaware limited liability company ("**Borrower**"), in favor of **FIFTH THIRD BANK (Chicago)** (together with its successors and assigns, "**Lender**").

WITNESSETH:

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "**Loan Agreement**"), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Borrower to Lender, including, without limitation, all of the "**Liabilities**", as defined in the Loan Agreement (collectively, the "**Obligations**"), Borrower hereby grants a first priority perfected security interest and lien having priority over all other security interests and liens, with power of sale, upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Borrower’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of Borrower’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

3. Representations and Warranties. Borrower hereby represents and warrants to Lender, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To the best of Borrower's knowledge, none of the Intellectual Property that is United States Intellectual Property and material to the Borrower's business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such material Intellectual Property is presently subsisting;

(ii) To the best of Borrower's knowledge, each of the registered United States Intellectual Property material to the Borrower's business is valid and enforceable, and to the best of Borrower's knowledge the Borrower has adopted reasonable precautions to protect its material Trade Secrets from unauthorized or accidental disclosure;

(iii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property that is United States Intellectual Property that is scheduled in Exhibits A, B, C and D hereto, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Borrower not to sue third persons, except for any applicable Permitted Liens;

(iv) Borrower has adopted, used and is currently using all of the United States Trademarks material to the Borrower's business, and to the best of Borrower's knowledge, Borrower's use thereof does not infringe the intellectual property rights of any person or entity;

(v) Borrower has no notice or knowledge of any suits or actions commenced or threatened within the last three years with reference to or in connection with any of the Intellectual Property that is United States Intellectual Property, is scheduled in Exhibits A, B, C and D hereto and is material to Borrower's business;

(vi) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of the Borrower, and this Security Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) In the last three years, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Lender, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the Borrower's best knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) To the best knowledge of Borrower, none of the Intellectual Property that is United States Intellectual Property and material to Borrower's business infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Borrower, threatened claims, litigation, proceedings

or other investigations regarding any of the Intellectual Property that is United States Intellectual Property.

4. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been satisfied and paid in full and the Loan Agreement shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of the Borrower's business), and Borrower further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Lender under this Security Agreement.

5. New Intellectual Property. Borrower hereby represents and warrants to Lender that the Intellectual Property listed on Exhibits A, B, C, and D, respectively, constitute all of the registered United States Intellectual Property (except with respect to unregistered copyrights and trade secrets) now owned by Borrower and material to Borrower's business. If, before all Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Borrower shall (i) become aware of any existing Intellectual Property of which Borrower has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof (except with respect to unregistered copyrights). Borrower hereby authorizes Lender to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress. Upon Lender's reasonable request, Borrower agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the indefeasible payment in full of all Obligations and the termination of the Loan Agreement. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Intellectual Property shall be worldwide and as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Lender to Borrower. Upon the occurrence and during the continuance of any Event of Default, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Lender as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Lender as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as

appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Lender as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Loan Agreement. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Lender's Right to Inspect; Trademark Quality Control. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such product quality controls as Lender, or said conservator, in its reasonable judgment, may deem reasonably necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations, and the full and final termination of any commitment to extend any loan or financial accommodations under the Loan Agreement, this Security Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate (as defined in the Loan Agreement).

11. Duties of Borrower. Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreement has been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who

seriously threaten the validity or rights of Borrower in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall not knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Lender.

12. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Lender in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

16. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This

power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated.

17. Indemnification. Borrower hereby agrees to and shall defend, indemnify, save, and hold Lender and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Lender because of its willful misconduct or gross negligence. The indemnification obligations of Borrower provided hereby shall survive the termination of this Security Agreement and the Loan Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Security Agreement or any of Borrower's obligations hereunder without the prior written consent of Lender.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding as a signed original for all purposes.

21. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Security Agreement will be filed by the Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrower.

22. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Lender at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrower, Borrower shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Lender to collaterally assign any and all of Borrower's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Lender. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO LENDER, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. BORROWER HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

H2O PLUS, LLC

By: Robert Seidel
Name: Robert Seidel
Its: CEO

ATTEST:

By: Scott Oms
Name: SCOTT OMS
Its: Secretary

Agreed and Accepted
as of this December __, 2008

FIFTH THIRD BANK (Chicago)

By: _____
Scott D. Kilgore
Assistant Vice President

IN WITNESS WHEREOF, Borrower has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

H2O PLUS, LLC

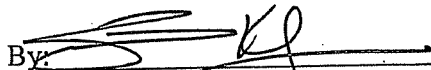
By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its: Secretary

Agreed and Accepted
as of this December 4, 2008

FIFTH THIRD BANK (Chicago)

By:  _____
Scott D. Kilgore
Assistant Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 4 day of December, 2008, by ROBERT SEIDL and SCOTT OATS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and Secretary of H2O Plus, LLC, a Delaware limited liability company, on behalf of such entity.

Notary Public

COOK County, ILLINOIS

My Commission expires: 12-13-09

Sandra A. Quaid

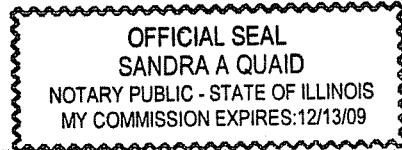


EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

A. TRADEMARKS

1. Registered Trademarks with USPTO

<i>Mark</i>	<i>Classes</i>	<i>Registration Date</i>	<i>Register</i>	<i>Additional USPTO Action</i>
AQUALIBRIUM (Reg. No. 3,121,664)	3	7/25/06	Principal	§§8 & 15 due 7/25/12
THE SOURCE OF LIFE FOR YOUR SKIN (Reg. No. 2,922,771)	35	2/1/05	Principal	§§8 & 15 due 2/1/11
WATER IS YOU (Reg. No. 2,979,030)	35	7/26/05	Principal	§§8 & 15 due 7/26/11
AQUAFIRM (Reg. No. 2,780,764)	3	11/4/03	Principal	§§8 & 15 due 11/4/09
WATERWHITE (Reg. No. 2,805,800)	3	1/13/04	Principal	§§8 & 15 due 1/13/10
OASIS (Reg. No. 3,218,494)	3	3/13/07	Principal	§§8 & 15 due 3/13/13
AN OASIS OF WATER- BASED SKINCARE (Reg. No. 3,011,660)	35	11/1/05	Principal	§§8 & 15 due 11/1/11
BLACK ICE (Reg. No. 2,402,304)	3	11/7/00		Renewal due 11/7/10
MINT ICE (Reg. No. 2,369,660)	3	7/25/00		Renewal due 7/25/10
H2O+ (Reg. No. 2,285,726)	21	10/12/99	Principal	Renewal due 10/12/09
H2O+ (Reg. No. 2,178,830)	3	8/4/98	Principal	Renewal due 10/4/18
H2O+ (Reg. No. 2,037,872)	42	2/11/97	Principal	Renewal due 2/11/17
logo (Reg. No. 1,743,830)	3	12/29/92		Renewal due 12/29/12

2. Pending Registrations

Mark	Classes	Application Filing Date	Register	Government Agency
SEA CLEAR (Serial No. 77/141,117)	3	3/27/07	Principal	USPTO
OASIS (Serial No. 78/611,524)	3	4/19/05	Principal	USPTO

EXHIBIT C
LICENSE AGREEMENTS

None.

EXHIBIT D
COPYRIGHTS

1. Registered Copyrights

Registration Number	Title
TX3818181	(Label) Face Oasis Moisture Replenishing Treatment Product: No. 202
TX3818182	(Label) Tahiti Twist Shower and Bath Gel: No. 905
TX3818183	(Label) Tango Mango Shower and Bath Gel: No. 908