

**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
BALBOA WATER GROUP, INC.		02/27/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	DYMAS FUNDING COMPANY, LLC, AS ADMINISTRATIVE AGENT
Street Address:	ONE NORTH FRANKLIN
Internal Address:	SUITE 3500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2619555	HYDROAIR
Registration Number:	2184586	CYCLE VALVE
Registration Number:	1525498	MICRO'SSAGE
Registration Number:	1570792	THERA'SSAGE
Registration Number:	3098450	DRYJET
Registration Number:	1701068	GEMINI PLUS
Registration Number:	3414625	VISIO

**CORRESPONDENCE DATA**

Fax Number: (312)577-8756  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Correspondent Name: Cheryle Stone c/o Katten Muchin Rosenman  
 Address Line 1: 525 WEST MONROE STREET

CH \$190.00 2619555

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 215577-00059

NAME OF SUBMITTER: Cheryle A. Stone

Signature: /Cheryle A. Stone/

Date: 03/03/2009

**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

WHEREAS, Balboa Water Group, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated May 31, 2007 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

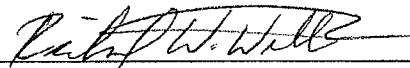
WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 27, 2009.

**BALBOA WATER GROUP, INC.**, a Delaware corporation

By:   
Name: Richard W. Wiltshire III  
Title: Vice President

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Domestic Trademarks and Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
HYDROAIR	76/026155	04/17/2000	2619555	09/17/2002	US
CYCLE VALVE	75/115303	06/06/1996	2184586	08/25/1998	US
MICRO'SSAGE	73/720214	04/04/1988	1525498	02/21/1989	US
THERA'SSAGE	73/796741	05/01/1989	1570792	12/12/1989	US
DRYJET	76/353418	12/31/2001	3098450	05/30/2006	US
GEMINI PLUS	74/088814	08/16/1990	1701068	07/17/1992	US
VISIO	78/887026	05/18/2006	3414625	04/22/2008	US
SLIMLINE		10/31/1989	091463	01/19/1990	California

Foreign Trademarks and Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
HYDRO AIR	725531	01/19/1998	725531	12/07/1999	EC
HYDROAIR	7323587	10/17/2008			CTM
HYDROAIR	2008/63518	11/03/2008			Turkey
HYDROAIR	2008/63517	11/03/2008			Turkey
CYCLE VALVE	429860	12/05/1996	429860	06/30/1998	EC
MICRO'SSAGE	496158	09/26/1988	A496158	09/26/1988	AU
MICRO'SSAGE	615988	09/26/1988	TMA394060	02/14/1992	CA
MICRO'SSAGE	956495	09/23/1988	1490215	09/23/1988	FR
MICRO'SSAGE	H60306/11WZ	09/30/1988	1144039	08/02/1989	DE
MICRO'SSAGE	TO98C002868	10/03/1998	817466	03/14/1991	IT
MICRO'SSAGE	187616	09/27/1988	187616	02/18/1992	NZ
MICRO'SSAGE	1594498	10/19/1990	1594498	12/05/1991	ES
MICRO'SSAGE	1275663	09/29/1988	1275663	09/05/1989	ES
MICRO'SSAGE	88-08106	09/26/1988	228641	12/13/1991	SE
MICRO'SSAGE	1359143	09/28/1988	1359143	09/28/1988	UK
THERA'SSAGE	522223	10/31/1989	A522223	10/31/1989	AU
THERA'SSAGE	164769	10/31/1989	1738741	10/31/1989	FR
THERA'SSAGE	TO99C002748	10/31/1989	00882695	10/31/1989	IT
THERA'SSAGE	89-10179	10/26/1989	226359	09/06/1991	SE
THERA'SSAGE	1403568	10/27/1989	1403568	10/08/1993	UK
THERA'SSAGE	644067	11/01/1989	383906	05/03/1991	CA
VISIO	4853164	01/24/2006	4853164	03/12/2008	CTM