

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. | | 11/05/2009 | CORPORATION: DELAWARE |
| Balboa Instruments, Inc. | | 11/05/2009 | CORPORATION: CALIFORNIA |
| G-G Distribution and Development Co., Inc. | | 11/05/2009 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | PNC Bank, National Association, as agent |
| Street Address: | 500 First Avenue |
| Internal Address: | Commercial Loan Service Center/DCC |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Association: PENNSYLVANIA |

PROPERTY NUMBERS Total: 28

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2619555 | HYDROAIR |
| Registration Number: | 3098450 | DRYJET |
| Registration Number: | 1701068 | GEMINI PLUS |
| Registration Number: | 3414625 | VISIO |
| Registration Number: | 2184586 | CYCLE VALVE |
| Registration Number: | 1525498 | MICRO'SSAGE |
| Registration Number: | 1570792 | THERA'SSAGE |
| Registration Number: | 1894981 | BALBOA |
| Registration Number: | 1917797 | ECO-MATIC |
| Registration Number: | 2364630 | BALBOA ON BOARD! |
| Registration Number: | 2566518 | M-7 SERIES POWER SYSTEMS |

CH \$715.00 2619555

| | | |
|----------------------|----------|---------------------------------|
| Registration Number: | 2739735 | SUV M7 |
| Registration Number: | 2952685 | F.A.S.T. |
| Registration Number: | 3055870 | MOODEFX |
| Registration Number: | 3071085 | HEATEFX |
| Registration Number: | 3193230 | ECOMATIC |
| Registration Number: | 3321402 | ECOFOUNTAIN |
| Registration Number: | 3472961 | POOLUX |
| Registration Number: | 2785947 | BALBOA DOLPHIN |
| Registration Number: | 2739734 | PRESTIGE |
| Registration Number: | 3388421 | PERMAHEAT |
| Registration Number: | 3385092 | PERMAHEAT+ |
| Registration Number: | 3385091 | PERMAHEAT PLUS |
| Registration Number: | 1785414 | ULTRA JET |
| Registration Number: | 1787266 | VARI-TECH |
| Registration Number: | 2430992 | VICO |
| Registration Number: | 2416280 | WOW! WHIRLPOOL OPERATING WONDER |
| Serial Number: | 77850413 | M7 |

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: | 192404 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /Jean Paterson/ |
| Date: | 12/31/2009 |

Total Attachments: 20

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RECORDATION FORM COVER SHEET 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):

Balboa Water Group, Inc.
Balboa Instruments, Inc.
G-G Distribution and Development Co., Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 11/05/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as agent

Internal

Address: Commercial Loan Service center/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: 31st Floor

Street Address: 1133 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 192404

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

11/18/2009

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 5th day of November, 2009 by BALBOA WATER GROUP, INC., a Delaware corporation ("Balboa Water"), BALBOA INSTRUMENTS, INC., a California corporation ("Balboa Instruments") and G-G DISTRIBUTION AND DEVELOPMENT CO., INC., a California corporation ("G-G," and together with Balboa Water and Balboa Instruments, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors (together with any other Person who may be joined as a borrower from time to time, the "Borrowers" and each a "Borrower") and Spa & Bath Holdings, Inc., a Delaware corporation, as guarantor, have entered into that certain Revolving Credit and Security Agreement dated the date hereof with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

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

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirm its prior grant pursuant to the Loan Agreement of a continuing security interest in each Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all

of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantors hereby represent and warrant that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantors as of the date of this Agreement.

4. Termination. This Trademark and Patent Security Agreement shall continue in effect until the Obligations have been indefeasibly paid in full and the Loan Agreement has been terminated.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BALBOA WATER GROUP, INC.

By: _____
Name: _____
Title: _____

BALBOA INSTRUMENTS, INC.


By: _____
Name: _____
Title: _____

**G-G DISTRIBUTION AND DEVELOPMENT CO.,
INC.**

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
John J. Shields, Jr.
Senior Vice President

[SIGNATURE PAGE TO BORROWER TRADEMARK AND PATENT SECURITY
AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BALBOA WATER GROUP, INC.

By: [Signature]
Name: Richard W. Wilborn
Title: VP

BALBOA INSTRUMENTS, INC.

By: [Signature]
Name: Richard W. Wilborn
Title: VP

G-G DISTRIBUTION AND DEVELOPMENT CO., INC.

By: [Signature]
Name: Richard W. Wilborn
Title: VP

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
John J. Shields, Jr.
Senior Vice President

[SIGNATURE PAGE TO BORROWER TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

Balboa Water Group, Inc.

Part I: Trademarks

U.S. Federal and State Trademarks

| Mark | Registration No. (Application No.) | Registration Date (Filing Date) |
|--------------------|---------------------------------------|------------------------------------|
| HYDROAIR | 2,619,555 | 09/17/2002 |
| DRYJET | 3,098,450 | 05/30/2006 |
| GEMINI PLUS | 1,701,068 | 07/14/1992 |
| VISIO | 3,414,625 | 04/22/2008 |
| CYCLE VALVE | 2,184,586 | 08/25/1998 |
| MICRO'SSAGE | 1,525,498 | 02/21/2989 |
| THERA'SSAGE | 1,570,792 | 12/12/2989 |
| M7 | (77/850,413) | (10/16/2009) |
| SLIMLINE | 091,463 | 01/19/1990 |

Part II: Patents

U.S. Patents

| Title | Patent No. (Application No.) | Issue Date (Filing Date) |
|--|---------------------------------|-----------------------------|
| Rotary Pulsing Valve | 6,112,341 | 09/05/2000 |
| Method and Apparatus for Providing a Pulsed Water Massage | 5,893,180 | 04/13/1999 |
| Method and Apparatus for Providing a Pulsed Water Massage | 6,009,574 | 01/04/2000 |
| Hydrotherapy Jet with Articulating Joints | 5,848,444 | 12/15/1998 |
| Spa Pressure Sensing System Capable of Entrapment Detection | 6,390,781 | 05/21/2002 |
| Spa Heater Temperature Control | 6,084,218 | 07/04/2000 |
| Dry Suction Fitting Assembly | 7,140,051 | 11/28/2006 |
| Flange Fitting for Bathtubs and Spas | (12/380,471) | (02/27/2009) |
| Spa Pressure Sensing System Capable of Entrapment Detection | 6,227,808 | 05/08/2001 |
| Hose Clamp | (12/443,470) | (03/27/2009) |
| Water Jets for Whirlpool Bath | (12/443,465) | (03/27/2009) |

Balboa Instruments, Inc.

Part I: Trademarks

U.S. Federal and State Trademarks

| Mark | Registration No. (Application No.) | Registration Date (Filing Date) |
|------------------|---------------------------------------|------------------------------------|
| BALBOA | 1,894,981 | 05/23/1995 |
| ECO-MATIC | 1,917,797 | 09/12/1995 |
| BALBOA ON | 2,364,630 | 07/04/2000 |

SCHEDULE -1

074658.01295/21828487v.5

| Mark | Registration No. (Application No.) | Registration Date (Filing Date) |
|---------------------------------|---------------------------------------|------------------------------------|
| BOARD! | | |
| M-7 SERIES POWER SYSTEMS | 2,566,518 | 05/07/2002 |
| SUV M7 | 2,739,735 | 07/22/2003 |
| F.A.S.T. | 2,952,685 | 05/17/2005 |
| MOODEFX | 3,055,870 | 01/31/2006 |
| HEATEFX | 3,071,085 | 03/21/2006 |
| ECOMATIC | 3,193,230 | 01/02/2007 |
| ECOFOUNTAIN | 3,321,402 | 10/23/2007 |
| POOLUX | 3,472,961 | 07/22/2008 |
| BALBOA DOLPHIN | 2,785,947 | 11/25/2003 |
| PRESTIGE | 2,739,734 | 07/22/2003 |

Part II: Patents

U.S. Patents

| Title | Patent No. (App. No.) | Issue Date (Filing Date) |
|--|--------------------------|-----------------------------|
| Shutoff System for Pool or Spa | 7,417,834 | 8/26/2008 |
| Controller System for Pool and/or Spa | 7,440,864 | 10/21/2008 |
| Spa Heater System and Methods for Controlling | 7,236,692 | 6/26/2007 |
| Electrolytic Cell Assembly | (11/294,181) | (12/05/2005) |
| Remote Control | D569,352 | 05/20/2008 |
| Integrated Water Treatment System | (11/550,773) | (10/18/2006) |
| Remote Spa Monitor | 7,397,360 | 7/8/2008 |
| Testing Method and System | (11/625,625) | (01/22/2007) |
| System Including An Electronic Ballast For Use With A Spa | 7,329,997 | 2/12/2008 |
| Environmentally sealed piezoelectric switch assembly | 5,332,944 | 7/26/1994 |
| Spa control system | 5,361,215 | 11/1/1994 |
| Microcomputer SPA control system | 5,550,753 | 8/27/1996 |
| Spa control system | 5,559,720 | 9/24/1996 |
| Electrical switch assembly encapsulated against moisture intrusion | 5,883,459 | 3/16/1999 |
| Method and apparatus using low voltage level actuator to | 6,016,020 | 1/18/2000 |

SCHEDULE - 1

074658.01295/21828487v.5

| Title | Patent No. (App. No.) | Issue Date (Filing Date) |
|---|--------------------------|-----------------------------|
| control operation of electrical appliance | | |
| Control system for bathers with ground continuity and ground fault detection | 6,253,121 | 6/26/2001 |
| Spa control system | 6,253,227 | 6/26/2001 |
| Control system for bathers | 6,282,370 | 8/28/2001 |
| Controller system for pool and/or spa | 6,407,469 | 6/18/2002 |
| Control system for bathers | 6,590,188 | 7/8/2003 |
| Control System For Bathers With Ground Continuity And Ground Fault Detection | 6,629,021 | 9/30/2003 |
| Controller system for pool and/or spa | 6,643,108 | 11/4/2003 |
| Controller system for pool and/or spa | 6,747,367 | 6/08/2004 |
| Ozone Generator Having a Mercury Lamp with a Filament Temperature Detecting Circuit | 6,888,324 | 5/3/2005 |
| Water Heater | 6,943,325 | 9/13/2005 |
| Spa Control System | 6,965,815 | 11/15/2005 |
| Spa Control System | 6,976,052 | 12/13/2005 |
| Controller System for Bathing Installation | 7,030,343 | 04/18/2006 |
| Water Heater | 7,057,140 | 06/06/2006 |
| Method & System for Testing Spas | 7,158,909 | 01/02/2007 |
| Remote Spa Monitor | 7,167,087 | 01/23/2007 |
| Spa purification system | 5,676,805 | 10/14/1997 |
| Spa fitting | 5,752,282 | 5/19/1998 |
| Spa halogen generator and method of operating | 5,759,384 | 6/02/1998 |
| Spa purification system | 5,885,426 | 3/23/1999 |
| Spa halogen generator and method of operating | 6,007,693 | 12/28/1999 |
| Amperometric halogen control system | 6,238,555 | 5/29/2001 |
| Controller System for Pool | (11/932,815) | (10/31/2007) |

SCHEDULE - 1

074658.01295/21828487v.5

| Title | Patent No. (App. No.) | Issue Date (Filing Date) |
|--|--------------------------|-----------------------------|
| and/or Spa | | |
| Shutoff System for Pool or Spa | (12/184,177) | (07/31/2008) |
| Spa Heater System | (11/767,874) | (6/25/2007) |
| Bathing Installation Control Panel And Method Of Installation | (11/924,498) | (10/25/2007) |
| Cellular Telephone Interface Apparatus and Methods | (11/880,123) | (7/19/2007) |
| Method and Apparatus for Remotely Monitoring and Controlling a Pool or Spa | (11/973,586) | (10/8/2007) |
| Method and Apparatus for Remotely Monitoring and Controlling a Pool or Spa | 7,292,898 | 11/06/2007 |
| Energy Efficient Circulation System For Spas And Hot Tubs | (11/750,255) | (5/17/2007) |
| Bathing Installation Control with RFID/Card Reader/Biometric Scanner | (12/100,937) | (4/10/2008) |
| Starting Circuit For Electric Discharge Lamp | 7,397,204 | 07/08/2008 |
| Reduced Arcing Contact Switching Circuit | 4,864,157 | 09/05/1989 |
| Method Of Inhibiting Scale Formation In Spa Halogen Generator | 5,545,310 | 08/13/1996 |
| Amperometric Sensor Probe For An Automatic Halogen Control System | 6,270,680 | 08/07/2001 |
| Corrosion Inhibitor | 6,811,747 | 11/02/2004 |
| Electrolytic Cell Assembly And Process For Production Of Bromine | 5,254,226 | 10/19/1993 |

G-G Distribution and Development Co., Inc.


Part I: Trademarks

U.S. Trademarks

SCHEDULE - 1

074658.01295/21828487v.5

TRADEMARK
REEL: 004123 FRAME: 0169

| Mark | Registration No. (Application No.) | Registration Date (Filing Date) |
|---|---------------------------------------|------------------------------------|
| PERMAHEAT | 3,388,421 | 02/26/2008 |
| PERMAHEAT+ | 3,385,092 | 02/19/2008 |
| PERMAHEAT PLUS | 3,385,091 | 02/19/2008 |
| ULTRA JET | 1,785,414 | 08/03/1993 |
| VARI-TECH | 1,787,266 | 08/10/1993 |
| VICO | 2,430,992 | 08/04/2003 |
| WOW! WHIRLPOOL OPERATING WONDER and Design | 2,416,280 | 12/26/2000 |
|  | | |

Part II: Patents

U.S. Patents

| Title | Patent No. (Application No.) | Issue Date (Filing Date) |
|--|---------------------------------|-----------------------------|
| Air Control Valve for a Spa or Hot Tub | D348,922 | 07/19/1994 |
| Flow-Control for a Pump | 5,408,708 | 04/25/1995 |
| High-Efficiency Motor/Pump System for Jetted Bath/Spas | 6,464,471 | 10/15/2002 |
| Locking Mechanism for Threaded Components | 4,863,328 | 09/05/1989 |
| Rotary Spa Jet Incorporating a Rotating Nozzle Supported by a Radial Ball Bearing Intended to Reduce Clogging of the Bearing | 6,491,238 | 12/10/2002 |
| Self-Rotating Spa Jet Assembly | 5,014,372 | 05/14/1991 |
| Spa Jet Assembly | 5,291,621 | 03/08/1994 |
| Spa Jet Mounting Assembly and Method of Installation | 6,973,681 | 12/13/2005 |
| Spa Jet Incorporating A Rotating Nozzle Having a Water Lubricated Bearing | 6,470,509 | 10/29/2002 |
| Suction Fitting with Pump Control Device | 5,167,041 | 12/01/1992 |
| Air Blower Assembly | (11/961,888) | (12/20/2007) |
| Diverter Valve | (12/276,200) | (11/21/2008) |
| Lighted Fittings for Bathing Installations | (12/039,465) | (02/28/2008) |
| Suction Fitting for Bathing Installations | (61/138,481) | (12/17/2008) |

SCHEDULE - 1

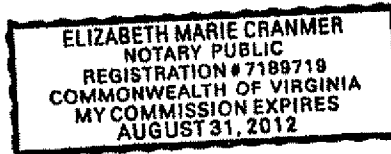
074658.01295/21828487v.5

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov 2009, before me personally appeared Richard W. Wilshire, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of HALBOA WATER GROUP, INC., a Delaware corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012



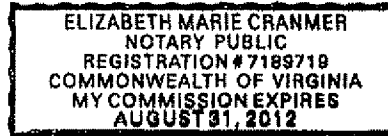
(ACKNOWLEDGMENT TO BORROWER TRADEMARK AND PATENT SECURITY
AGREEMENT)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. Wiltshire, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of BALBOA INSTRUMENTS, INC., a California corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012



(ACKNOWLEDGMENT TO BORROWER TRADEMARK AND PATENT SECURITY AGREEMENT)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. Wisthe, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of G-G DISTRIBUTION AND DEVELOPMENT CO., INC., a California corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012

ELIZABETH MARIE CRANMER
NOTARY PUBLIC
REGISTRATION #7189719
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2012

(ACKNOWLEDGMENT TO BORROWER TRADEMARK AND PATENT SECURITY AGREEMENT)

POWER OF ATTORNEY

BALBOA WATER GROUP, INC., BALBOA INSTRUMENTS, INC. AND G-G DISTRIBUTION AND DEVELOPMENT CO., INC. (each a "Grantor" and collectively, the "Grantors"), each hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, the "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement dated as of November 5, 2009 among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantors, as the Borrowers, and Spa & Bath Holdings, Inc., as guarantor (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of each Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

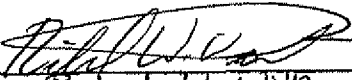
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.


BALBOA WATER GROUP, INC.

By: 
Name: Robert W. Wilkerson
Title: VP

[SIGNATURE PAGE TO POWER OF ATTORNEY TO BORROWER TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

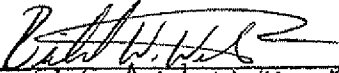
BALBOA INSTRUMENTS, INC.

By: 
Name: Richard W. Willbourn
Title: VP

[SIGNATURE PAGE TO POWER OF ATTORNEY TO BORROWER TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

G-G DISTRIBUTION AND DEVELOPMENT CO.,
INC.

By: 
Name: Robert W. Wilbur
Title: VP

[SIGNATURE PAGE TO POWER OF ATTORNEY TO BORROWER TRADEMARK AND
PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

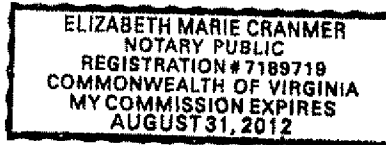
UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. W. Hshire to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **BALBOA WATER GROUP, INC.**, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer

Notary Public

My Commission Expires: 8-31-2012



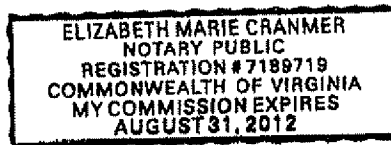
(ACKNOWLEDGMENT TO POWER OF ATTORNEY TO BORROWER TRADEMARK AND
PATENT SECURITY AGREEMENT)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. Wiltshire, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of BALBOA INSTRUMENTS, INC., that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012



(ACKNOWLEDGMENT TO POWER OF ATTORNEY TO BORROWER TRADEMARK AND
PATENT SECURITY AGREEMENT)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 5th of Nov, 2009, before me personally appeared Richard W. W. Hsieh to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **G-G DISTRIBUTION AND DEVELOPMENT CO., INC.**, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Elizabeth Marie Cranmer
Notary Public
My Commission Expires: 8-31-2012

ELIZABETH MARIE CRANMER
NOTARY PUBLIC
REGISTRATION # 7189719
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2012

(ACKNOWLEDGMENT TO POWER OF ATTORNEY TO BORROWER TRADEMARK AND
PATENT SECURITY AGREEMENT)