

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Enhanced Capital Texas Fund, L.P.</td> <td></td> <td>01/12/2011</td> <td>LIMITED PARTNERSHIP: TEXAS</td> </tr> <tr> <td>Enhanced Capital Texas Fund II, LLC</td> <td></td> <td>01/12/2011</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Enhanced Capital Texas Fund, L.P.		01/12/2011	LIMITED PARTNERSHIP: TEXAS	Enhanced Capital Texas Fund II, LLC		01/12/2011	LIMITED LIABILITY COMPANY: TEXAS
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CORRESPONDENCE DATA													
<p>Fax Number: (612)335-1657 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 612-335-1448 Email: eric.paulsrud@leonard.com Correspondent Name: Eric D. Paulsrud Address Line 1: 150 South 5th Street Address Line 2: Suite 2300 Address Line 4: Minneapolis, MINNESOTA 55402</p>													
ATTORNEY DOCKET NUMBER:	6270.00048												
NAME OF SUBMITTER:	Eric D. Paulsrud												

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**TRADEMARK
 REEL: 004451 FRAME: 0817**

Signature:	/Eric D. Paulsrud/
Date:	01/12/2011
Total Attachments: 2 source=EQUINOX - RegNo2917561 - Termination and Release of Security Interest - 12-JAN-2011#page1.tif source=EQUINOX - RegNo2917561 - Termination and Release of Security Interest - 12-JAN-2011#page2.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK**

TERMINATION AND RELEASE dated as of January 12, 2011, from Enhanced Capital Texas Fund, L.P., a Texas limited liability partnership ("ECTF") and Enhanced Capital Texas Fund II, LLC, a Texas limited liability company ("ECTFII" and together with ECTF, the "Secured Parties"), to Sun Water Systems, Inc., a Texas corporation (the "Company").

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement by and between the Company and Secured Parties dated December 16, 2010, in favor of the Secured Parties (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Company to the Secured Parties in, among other things, a certain Trademark (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 5, 2011;

WHEREAS, the Secured Parties now desire to terminate and release the entirety of their Security Interest in the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Parties hereby agree and acknowledge as follows:

1. Definitions. The term "Trademark" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the mark Equinox, Serial No. 78357101/Registration No. 2917561.

2. Release of Security Interest. The Secured Parties hereby terminate, release and discharge their Security Interest in the Trademark, and assign to the Company all of the Secured Parties' right, title and interest in the Trademark, and any right, title or interest of the Secured Parties in such Trademark shall hereby cease and be void.

3. Further Assurances. Upon request by the Company, the Secured Parties hereby agree to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

[Remainder of page is blank.]


IN WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ENHANCED CAPITAL TEXAS FUND,
L.P.

By: 

Its: Vice President

ENHANCED CAPITAL TEXAS
FUND II, LLC

By: 

Its: Vice President and
Assistant Secretary