

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AM Conservation Group, Inc.		11/24/2010	INC. ASSOCIATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
Name:	Trivest Fund IV, L.P.		
Street Address:	c/o Trivest Partners, L.P.		
Internal Address:	550 South Dixie Highway, Suite 300		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33146		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77775363	STOP IN TIME SHOWER TIMER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(412)281-0717		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	BNY Mellon Center, 50th Floor		
Address Line 2:	500 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	113916.17		
NAME OF SUBMITTER:	Brienne S. Terril, Reg. No. 60,941		
Signature:	/Brienne S. Terril/		

**TRADEMARK**

900181439

REEL: 004454 FRAME: 0610

OP \$40.00 77775363

Date:

01/14/2011

**Total Attachments: 4**

source=Secuirty\_Agreement\_2#page1.tif

source=Secuirty\_Agreement\_2#page2.tif

source=Secuirty\_Agreement\_2#page3.tif

source=Secuirty\_Agreement\_2#page4.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of November 24, 2010, by AM Conservation Group, Inc. (the "Company") in favor of Trivest Fund IV, L.P. (the "Secured Party").

WHEREAS, the Company holds all right, title and interest in the trademarks listed on the attached Schedule A, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Company has entered into a Security Agreement, dated November 24, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Company has granted to the Secured Party, a continuing security interest in, among other things, all right, title and interest of the Company in, to and under the Trademarks together with the goodwill 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.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby grant to the Secured Party, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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.

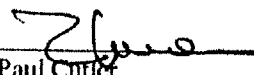
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

COMPANY:

AM CONSERVATION GROUP, INC.

By:   
Paul Cutler  
President

SECURED PARTY:

Trivest Fund IV, L.P.

By: Trivest Partners GP, LLC, its general partner

By: Trivest Partners IV, Inc., its managing member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

COMPANY:

AM CONSERVATION GROUP, INC.

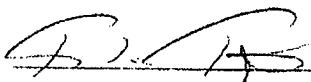
By: \_\_\_\_\_  
Paul Cutler  
President

SECURED PARTY:

Trivest Fund IV, L.P.

By: Trivest Partners GP, LLC, its general partner

By: Trivest Partners IV, Inc., its managing member

By:  \_\_\_\_\_

Print Name: Troy D. Templeton

Title: Managing Partner

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Country</b>	<b>Serial No. / Registration No.</b>	<b>Filing Date / Registration Date</b>	<b>Goods/Services</b>	<b>Record Owner</b>
STOP IN TIME SHOWER TIMER	U.S.	77/775,363	July 7, 2009	Int'l Class: 009	AM Conservation Group, Inc.