

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Water Pure, Inc.		02/16/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	711 Westshester Avenue
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2333342	PERFECT MULTI
Registration Number:	2912279	ULTIMATE SLEEP EXPERIENCE
Registration Number:	2996398	PURITY PRODUCTS
Registration Number:	2963693	PERFECT MULTI SUPER GREENS
Registration Number:	2961844	TRIPLE GREENS
Registration Number:	3555866	ORGANIC BROS.
Registration Number:	3446240	SIGNALEAN
Registration Number:	3442032	HYLASTRA
Registration Number:	3610196	EVOXIN
Registration Number:	3787786	RECTIFY
Registration Number:	3793816	OMEGA 3 SUPER PILL
Registration Number:	3044280	ULTIMATE H.A. FORMULA
Registration Number:	3214219	OMEGABERRY
Serial Number:	77495472	RECTIFY

CH \$390.00 2333342

900186614

TRADEMARK
 REEL: 004499 FRAME: 0125

Serial Number:

77768642

FLUID FOCUS

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 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

710906

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

03/16/2011

Total Attachments: 4

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **WATER PURE, INC.**, a New York corporation (the "*Grantor*"), is obligated to **RBS CITIZENS, N.A.** (the "*Secured Party*") under the Loan Agreement, dated as of February 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and between the Grantor and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of February 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule I, which trademarks are registered in the United States Patent and Trademark Office (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 (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 711 Westchester Avenue, White Plains, New York 10604.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 16th day of February 2011.

WATER PURE, INC.

By: 

Name: John Levin

Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15th day of February in the year 2011 before me, the undersigned, personally appeared JAHN LEVIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires:

1/8/2015

MICHAEL J. IWANICW
Notary Public, State of New York
No. 011W8158761
Qualified in Nassau County
Term Expires January 8, 2015

Schedule 1
to
Grant of Security Interest (Trademarks)
by Water Pure, Inc.
Dated as of February 16, 2011

U.S. FEDERAL TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
PERFECT MULTI	2,333,342	3/21/2000
ULTIMATE SLEEP EXPERIENCE	2,912,279	12/21/2004
PURITY PRODUCTS	2,996,398	9/20/2005
PERFECT MULTI SUPER GREENS	2,963,693	6/28/2005
TRIPLE GREENS	2,961,844	6/14/2005
ORGANIC BROS.	3,555,866	1/6/2009
SIGNALEAN	3,446,240	6/10/2008
HYLASTRA	3,442,032	6/3/2008
EVOXIN	3,610,196	4/21/2009
RECTIFY	3,787,786	5/11/2010
OMEGA 3 SUPER PILL	3,793,816	5/25/2010
ULTIMATE H.A. FORMULA	3,044,280	1/17/2006
OMEGABERRY	3,214,219	2/27/2007

U.S. FEDERAL TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
RECTIFY	77/495,472	6/10/2008
FLUID FOCUS	77/768,642	6/25/2009