

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
Pure Glass Distribution, Inc.		04/21/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Anonymous Glass Works, Inc.		
Street Address:	3843 S. Bristol Street		
Internal Address:	#130		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92704		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77696221	PURE GLASS	
Serial Number:	77801963	PURE GLASS	
CORRESPONDENCE DATA			
Fax Number:	(858)487-9390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-487-9300		
Email:	blila@mandourlaw.com, jmandour@mandourlaw.com, kbruce@mandourlaw.com		
Correspondent Name:	Ben T. Lila, Mandour & Associates, APC		
Address Line 1:	16870 West Bernardo Drive		
Address Line 2:	Suite 400		
Address Line 4:	San Diego, CALIFORNIA 92127		
ATTORNEY DOCKET NUMBER:		PURE GLASS SEC. INT.	
NAME OF SUBMITTER:		Ben T. Lila	

OP \$65.00 77696221

900191900

TRADEMARK
 REEL: 004541 FRAME: 0720

Signature:	/Ben T. Lila/
Date:	05/13/2011
Total Attachments: 6 source=Security Interest 05-02-11#page1.tif source=Security Interest 05-02-11#page2.tif source=Security Interest 05-02-11#page3.tif source=Security Interest 05-02-11#page4.tif source=Security Interest 05-02-11#page5.tif source=Security Interest 05-02-11#page6.tif	

Exhibit "E"

SECURITY INTEREST AGREEMENT

The undersigned, Pure Glass Distribution, Inc., a California Corporation ("Debtor"), having its offices at 5649 E. Washington Boulevard, Commerce, CA 90040 for value received, hereby grants unto Anonymous Glass Works, Inc., a California Corporation having its offices at 3843 S. Bristol Street, #130, Santa Ana, CA 92704 ("Creditor") a security interest in:

- (a) All right, title and interest in and to the trademark PURE GLASS and any related United States Patent and Trademark Office or state trademark application and any resulting registration therefor together with the goodwill of the business connected with and symbolized by such trademark, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such trademark or injury to said goodwill and the right to sue for and recover the same; and
- (b) the United States and California trademarks, trademark applications and trademark registrations owned by Debtor listed in Exhibit "1" hereto;

The indicated assets enumerated in sub-paragraphs (a) and (b) herein are collectively called the "Collateral." This security agreement also applies to the proceeds of such Collateral,

Provided, however, that nothing herein contained shall relieve the Debtor from the performance of any covenant, agreement or obligation on the Debtor's part to be performed under any license or franchise agreement presently in effect or hereafter entered into by the Debtor licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or franchise agreement or other party or impose any liability on Creditor for the acts or omissions of the Debtor in connection with any such license or license agreement. Provided further that this Agreement will not relate to or affect any of Debtor's trademark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

I. INDEBTEDNESS SECURED: This Agreement secures the Debtor's obligations (herein "Obligations") for the two payments due under subparagraphs 2(b) and (c) of the CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE dated April 25, 2011 among Pure Glass Distribution, Inc., Bio Hazard, Inc. and Anonymous Glass Works, Inc. as the same may be amended, modified or supplemented from time to time (except as otherwise defined herein, the terms defined in the Settlement Agreement are used herein as therein defined). This Security Interest Agreement shall

Exhibit "E"

continue in full force and effect until terminated in accordance with the provisions of paragraph 9 hereof.

2. REPRESENTATION AND WARRANTIES: The Debtor hereby represents and warrants that as of the date of this Agreement, except for the security interest granted to Creditor hereby, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature.

3. USE AND OWNERSHIP PRIOR TO DEFAULT: Unless and until an Event of Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of the Debtor. Provided, however, that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Collateral if, in Debtor's good faith judgment, the retention of such item is not material to the proper conduct of Debtor's business, except that the Debtor shall not permit the expiration of applications or registrations of trademarks in the United States Patent and Trademark Office, listed in Exhibit "I" hereto, without the prior written consent of Creditor, which consent shall not be unreasonably withheld. In the event Debtor does not receive authorization from Creditor at least one month before any action must be taken in order to register or maintain registration for the Mark, Creditor will be deemed to have acquiesced in and authorized Debtor to take appropriate action for the sole purpose of registering or maintaining registration of the Mark.

4. REMEDIES ON DEFAULT: Upon the occurrence of an Event of Default, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

(a) In the event of sale of the Collateral, or any part thereof, Creditor shall give the Debtor reasonable notice of the time and place of any public sale thereof or of the time and place of any private sale or that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to the Debtor at its address set forth on the first page hereof or such other address as the Debtor may by notice have furnished Creditor in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Debtor shall fail to make the payments required by subparagraphs 2(b) and (c) of the Settlement Agreement and Debtor has failed to cure any default within seven (7) days after receipt of written notice of default, Creditor may (but shall not be obligated to) foreclose upon its security interest.

Exhibit "E"

(c) Debtor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark registrations listed in Exhibit "1" hereof. In the event that Debtor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocably appoint Creditor its attorney-in-fact to execute any or all of such documents on Debtor's behalf.

5. APPLICATION OF PROCEEDS: All proceeds of Collateral shall be applied as follows:

First: to the payment of all expenses incurred by Creditor in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Creditor in connection therewith, and to the repayment of all advances made by Creditor hereunder for the account of the Debtor and the payment of all costs and expenses paid or incurred by Creditor in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Creditor; and

Second: to the payment in full of the Obligations, any surplus to be paid to the Debtor, its successors or assigns, or as a court of competent jurisdiction may direct.

6. PURCHASERS OF COLLATERAL: Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.

7. FURTHER ASSURANCES: The Debtor agrees that it will deliver to Creditor such additional conveyances, assignments, agreements and instruments as required by the terms of the Settlement Agreement to confirm unto Creditor the rights, powers and remedies hereunder provided for in the Settlement Agreement.

8. TERMINATION: This Agreement, and the security interest of Creditor hereunder, shall terminate when the two payments required by subparagraphs 2(b) and (c) of the Settlement Agreement have been paid, at which time Creditor shall release to the Debtor Creditor's security interest in the Collateral and, if requested by the Debtor, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Debtor.

Exhibit "E"


9. NO ASSIGNMENT: Except as expressly provided in subparagraph 2(d) of the Settlement Agreement, Creditor may not assign this security agreement to successors-in-interest. The payments in subparagraph 2(b) and (c) of the Settlement Agreement and this security interest may be assigned by AGW to Brian Schoenle on the following conditions:

- (i) Brian Schoenle must agree, in writing, to be bound by the terms and conditions of this agreement as an individual;
- (ii) AGW will promptly notify PGD of the completion of the assignment, and in no event shall it take place any later than, ten (10) days prior to the due dates in 2(b) or 2(c) of the Confidential Settlement Agreement and Mutual Release; and,
- (iii) Brian Schoenle may not assign the payments in subparagraph 2(b) and (c) of the Confidential Settlement Agreement and Mutual Release.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers.

Anonymous Glass Works, Inc.

Dated: 4-25-2011

By: 
Brian Schoenle
President

Pure Glass Distribution, Inc.

Dated: _____

By: _____
Minh Vo
President

Exhibit "E"

9. NO ASSIGNMENT: Except as expressly provided in subparagraph 2(d) of the Settlement Agreement, Creditor may not assign this security agreement to successors-in-interest. The payments in subparagraph 2(b) and (c) of the Settlement Agreement and this security interest may be assigned by AGW to Brian Schoenle on the following conditions:

- (i) Brian Schoenle must agree, in writing, to be bound by the terms and conditions of this agreement as an individual;
- (ii) AGW will promptly notify PGD of the completion of the assignment, and in no event shall it take place any later than, ten (10) days prior to the due dates in 2(b) or 2(c) of the Confidential Settlement Agreement and Mutual Release; and,
- (iii) Brian Schoenle may not assign the payments in subparagraph 2(b) and (c) of the Confidential Settlement Agreement and Mutual Release.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers.

Anonymous Glass Works, Inc.

Dated: _____

By: _____
Brian Schoenle
President

Pure Glass Distribution, Inc.

Dated: 4/21/11

By: _____
Minh Vo
President

Exhibit "E"

EXHIBIT "I"

U.S. Trademark Serial No. 77/696,221

U.S. Trademark Serial No. 77/801,963

California State Trademark Registration No. 11390