

05/05/2011

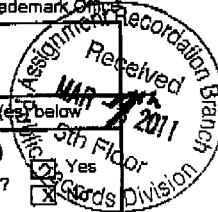


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ASSIGNMENT RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Trademark Office Please record the attached documents or the new address(es) below



3-7-11

1. Name of conveying party(ies):

Vassallo International Group, Inc

- Individual(s)
- General Partnership
- Corporation- State: Puerto Rico
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s):

- Assignment
- Security Agreement
- Other: February 10, 2011
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

Name: Banco Popular de Puerto Rico  
 Internal Address:  
 Street Address: Popular Center  
 City: #208 Ponce De León Ave, 8th Floor  
 State: Puerto Rico  
 Country: U.S.A. Zip: 00919

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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 Attached Schedule

Additional sheet(s) attached?  Yes  No

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

See Attached Schedule

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

Name: Juan A. Aquino

Internal Address: O'Neill & Borges

Street Address: American International Plaza  
#250 Muñoz Rivera Ave.

City: San Juan

State: Puerto Rico Zip: 00918

Phone Number: (787) 764-8181

Fax Number: (787) 753-8944

Email Address: juan.aquino@oneillborges.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Juan A. Aquino

Signature

February 10, 2011

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (561) 481-1111 or mailed to  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521  
02 FC:8522

48.00 DP  
175.00 DP

## SCHEDULE A

## SECURED TRADEMARKS

## Federal Registry

Mark	Int. Class	Serial Number	Registration Number
VASSFLEX	17	74-117,013	1,663,425
VASSPIRAL	17	74-096,478	1,672,597
VASS-LOC	17	74-096,433	1,737,629
VASSTANK	20	74-096,431	1,721,106
VASSALLO	11/17	73-261,301	1,219,006
VASSALLO	11/17	73-370,207	1,256,768
VASSALLO	11/17	73-368,969	1,254,455
EPSMI SYSTEM	17	73-634,196	1,449,684

*Link*  
*h*

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 10, 2010 is entered into by VASSALLO INTERNATIONAL GROUP, INC., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (the "Grantor") in favor of BANCO POPULAR DE PUERTO RICO, a banking institution organized and existing under the laws of the Commonwealth of Puerto (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement dated as of even date hereof, between the Grantor and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor is granting a security interest to the Secured Party in certain trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the trademarks listed on Schedule A (the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

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*W*

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the

amendment provisions of the Security Agreement pursuant to which the Secured Party may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PUERTO RICO WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

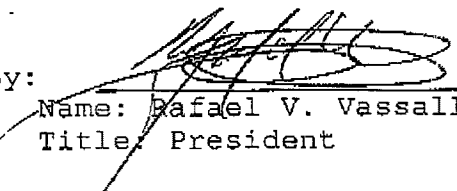
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR  
VASSALLO INTERNATIONAL GROUP, INC.

*hmk*  
*r*

By:   
Name: Rafael V. Vassallo Collazo  
Title: President

SECURED PARTY  
BANCO POPULAR DE PUERTO RICO

By: Liza L. Lúgaro  
Name: Liza Lúgaro  
Title: Vice President

Affidavit Number: 128

Acknowledged and subscribed before me by VASSALLO INTERNATIONAL GROUP, INC., represented by its President, Rafael V. Vassallo Collazo, of legal age, married, attorney at law and resident of Ponce, Puerto Rico; and by BANCO POPULAR DE PUERTO RICO, represented by Liza Lúgaro, of legal age, married, executive and resident of Canóvanas, Puerto Rico, both personally known to me. In San Juan, Puerto Rico, this 10<sup>th</sup> day of February, 2011.

[Signature]  
NOTARY PUBLIC



[Handwritten mark]