

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Remington, Inc.		08/31/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Kelly Lowry & Kelley, LLP
<b>Composed Of:</b>	COMPOSED OF John E. Kelley, Scott W. Kelley, Aaron T. Borrowman
<b>Street Address:</b>	6320 Canoga Avenue
<b>Internal Address:</b>	Suite 1650
<b>City:</b>	Woodland Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91367
<b>Entity Type:</b>	LIMITED LIABILITY PARTNERSHIP: CALIFORNIA

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3734603	AQUAHOUSE
Registration Number:	3540967	BENEFICIAL MINERALS
Registration Number:	3412928	CONCERTO
Registration Number:	3349697	DA VINCI
Registration Number:	3270636	FRESH BREW
Registration Number:	3349901	IAQUA
Registration Number:	3320627	ICAFE
Registration Number:	3349724	ICOFFEE
Registration Number:	3718990	ICOLD
Registration Number:	3320495	IESPRESSO
Registration Number:	3345725	IHOT
Serial Number:	77090954	SPRING
Registration Number:	3319716	JAVA JET

**OP \$715.00 3734603**

Registration Number:	3320430	MICHELANGELO
Registration Number:	3330909	MOUNTAIN FRESH
Registration Number:	3422281	MOUNTAIN FRESH
Registration Number:	3326873	MOUNTAIN FRESH WATER
Registration Number:	3322695	NANO OSMOSIS
Serial Number:	77822966	OFFICE PURE
Registration Number:	3331487	OPUS
Registration Number:	3320429	PICASSO
Registration Number:	3753390	PURITY YOU CAN TRUST
Registration Number:	3278162	REMINGTON
Registration Number:	3548960	REMINGTON
Registration Number:	3391860	REMINGTON
Registration Number:	3314992	REMINGTON
Registration Number:	3726128	REMINGTON WATER
Registration Number:	3622405	REMINGTON WATER

**CORRESPONDENCE DATA**

Fax Number: (818)340-2859  
Phone: 8183477900  
Email: scott@KLKPatentLaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Scott W. Kelley  
Address Line 1: 6320 Canoga Avenue  
Address Line 2: Suite 1650  
Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	REMIING-49257
NAME OF SUBMITTER:	Scott W. Kelley
Signature:	/Scott W. Kelley/
Date:	09/13/2011

**Total Attachments: 7**

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**TRADEMARK**

**REEL: 004622 FRAME: 0233**

## SECURITY AGREEMENT

1. **Effective Date and Parties to the Security Agreement.** This Security Agreement is effective on August 31, 2011. The parties to this Security Agreement are as follows:

### **SECURED PARTY:**

Name: **KELLY LOWRY & KELLEY, LLP**  
Address: 6320 Canoga Avenue  
Woodland Hills, California 91367

### **DEBTOR:**

Name: **REMINGTON, INC.**  
Address: P.O. Box 802948  
Valencia, California 91380-2948

2. **Definitions.** As used in this Security Agreement, the following terms will have the following meanings:

A. "Collateral" means the assets as listed in Appendix A. The Collateral relates to services rendered by the Secured Party, any or all of which may come into existence subsequent to execution of this Security Agreement.

B. "Debtor" means Remington, Inc., as designated above.

C. "Secured Party" means Kelly Lowry & Kelley, LLP, a California limited liability partnership.

D. "Indebtdness" means the amount of Past Due Services of Three Hundred Fifty Seven Thousand Seven Hundred Forty-Six Dollars and Eighty-Two Cents (\$357,746.82) under that certain Amended and Restated Burrows/KLK Agreement dated December 16, 2008 (the "Restated Agreement").

E. "Lien" means any security interest, mortgage, pledge, lien, attachment, claim, charge, encumbrance, or agreement retaining title to the Collateral.

F. "Obligations" means the Indebtedness referenced above, and the obligations of Debtor under this Security Agreement.

G. "Potential default" means an event or omission that would be a default under this Security Agreement or any other document evidencing or creating security

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for the Indebtedness or for any other obligation, except for the passage of time or the giving of notice.

H. Terms defined in the California Uniform Commercial Code not otherwise defined in this Security Agreement are used in this Security Agreement as defined in that Code on the date of this Security Agreement.

**3. Grant of Security Interest.** The Debtor hereby grants to Secured Party a security interest in the Collateral described above to secure payment of the Indebtedness and performance of all of the Obligations.

**4. Debtor's Covenants.** Debtor promises to perform the following Obligations:

A. To pay the Indebtedness and to perform all of the Obligations owing to the Secured Party when they are due;

B. To indemnify the Secured Party against loss of any kind, including reasonable attorneys' fees, caused to the Secured Party by reason of its interest in the Collateral;

C. To preserve all rights and privileges held by the Debtor or the Debtor's business related to the Collateral;

D. To pay all future taxes, annuities and maintenance fees relating to the Collateral when due;

E. To give the Secured Party notice of any litigation that may have a material adverse effect on the Collateral;

F. To not sell, transfer, or otherwise dispose of the Collateral, except as otherwise expressly permitted herein;

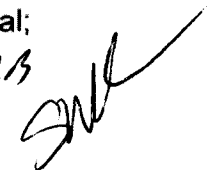
G. To not permit any further voluntary liens on the Collateral;

H. To not use the Collateral for any unlawful purpose in any manner materially adverse to the interest of the Secured Party;

I. To permit the Secured Party, its representatives and its agents to inspect the records pertaining to the Collateral, at reasonable times at the Security Party's request;

J. To perform all acts reasonably necessary to maintain, preserve and protect the Collateral;

K. To notify the Secured Party promptly in writing of any default, potential default or any development that might have a material adverse effect on the Collateral;

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L. To execute and deliver to the Secured Party all financing statements and other documents that the Secured Party requests, in order to maintain a first perfected security interest in the Collateral and all Proceeds therefrom;

M. To keep complete and accurate records of the Proceeds, in accordance with generally accepted accounting principles;

N. To furnish the Secured Party reasonably reports relating to the Collateral at the Secured Party's reasonably request (not more frequently than quarterly); and

O. To immediately pay to the Secured Party One Hundred percent (100%) of the Indebtedness upon any of the following events relating to Remington, Inc.: (1) change in control of Remington; (2) sale of any stock of Remington; or (3) the sale or transfer of any substantial assets of Remington.

**5. The Debtor's Warranties and Representations.** The Debtor covenants, warrants, and represents as follows:

A. The Debtor is authorized to execute and deliver this Security Agreement. This Security Agreement is a valid and binding obligation of the Debtor. This Security Agreement creates a perfected, first priority security interest enforceable against the Collateral in which the Debtor now has rights, and will create a perfected, first priority security interest enforceable against the Collateral in which the Debtor later acquires rights, when the Debtor acquires those rights.

B. Neither the execution and delivery of this Security Agreement, nor the taking of any action in compliance with it, will (1) violate or breach any law, regulation, rule, order, or judicial action binding on the Debtor, any agreement to which the Debtor is a party, the Debtor's articles of incorporation or bylaws; or (2) result in the creation of a lien against the collateral except that created by this Security Agreement.

**6. Termination.** This Security Agreement will terminate when (a) the Debtor completes performance of all Obligations to the Secured Party, including, without limitation, the repayment of all Indebtedness by the Debtor to the Secured Party.

**7. Default.** The Debtor will be in default under this Security Agreement if any of the following occur and Debtor fails to cure the default within sixty (60) days after receiving written notice from the Secured Party:

A. The Debtor commits any material breach of this Security Agreement, or any present or future rider or supplement to this Security Agreement, or the Obligations, or any other agreement between the Debtor and the Secured Party evidencing the obligation or securing it.

B. The Collateral is transferred, encumbered (except as to the security interest created herein or the granting of licenses to third parties by Debtor in the

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normal course of business), hypothecated or otherwise adversely and materially affected.

- C. There is a seizure or attachment of, or a levy on, the Collateral.
- D. The Debtor ceases operations, is dissolved or terminates its existence.

**8. Remedies.** When an event of default occurs that is not cured within the sixty (60) day cure period:

A. The Secured Party may:

(1) Declare the Indebtedness immediately due and payable without demand, presentment, protest, or notice to Debtor, all of which the Debtor expressly waives.

(2) Exercise all rights and remedies available to a secured creditor after default, including, without limitation, the rights and remedies of secured creditors under the California Uniform Commercial Code.

(3) Perform any of the Debtor's obligations under this Security Agreement for the Debtor's account. Any money expended or obligations incurred in doing so, including reasonable attorneys' fees and interest, will be charged to the Debtor and added to the obligation secured by this Security Agreement.

B. The Secured Party's notice of the time and place of public sale of the Collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is reasonable if sent to the Debtor in the manner for giving notice at least five (5) days before the public or private sale.

C. The Debtor agrees to:

(1) Assemble the Collateral and make it and all records relating to it available to the Secured Party as the Secured Party directs; and

(2) Allow the Secured Party, its representatives, and its agents to enter the premises where all or any part of the records relating to the Collateral may be, and remove any or all of them.

**9. Further Assurances.** The Debtor agrees, upon the request of the Secured Party and without further consideration, to take such other and further measures, and execute such other and further documents, as may be necessary or appropriate to implement this Security Agreement, including, without limitation, executing the necessary UCC financing statement forms and related documents. If the Debtor fails to take any such actions or executes such documents as requested by the Secured Party, then the Debtor hereby appoints the Secured Party as its attorney-in-fact to take such

actions and/or execute such documents.

**10. Costs and Attorneys' Fees.** The Debtor will pay all costs and expenses of collection of the Indebtedness, including reasonable attorneys' fees and costs.

**11. Recordation of Security Agreement.** The Secured Party may, in its sole discretion, record this Security Agreement against any of the Collateral with appropriate governmental agencies, including the United States Patent and Trademark Office.

**12. Waiver by Secured Party.** No waiver by the Secured Party of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by the Secured Party.

**13. Survival of Representations and Warranties.** The Debtor's representations and warranties made in this Security Agreement will survive its execution, delivery, and termination.

**14. Assignment.** This Security Agreement will bind and benefit the successors and assignees of the parties, but the Debtor may not assign its rights under this Security Agreement without the Secured Party's prior written consent.

**15. Governing Law.** This Security Agreement will be governed by the laws of the State of California.

**16. Notices.** Notices under this Security Agreement are considered to be served three (3) days after they are deposited in the United States mail, with prepaid first-class postage, with a copy sent by certified mail, return receipt requested, addressed to the Secured Party and the Debtor at the addresses shown on the first page of this Security Agreement.

**17. Execution of this Security Agreement.** This Security Agreement is executed as of the first date written above.

"Debtor"

REMINGTON, INC.

By:   
Bruce D. Burrows, President

"Secured Party"

KELLY LOWRY & KELLEY, LLP

By:   
Scott W. Kelley, Managing Partner

**APPENDIX A**

**DEBTOR:**

REMINGTON, INC.  
P.O. Box 802948  
Santa Clarita, CA 91380-2948

**SECURED PARTY:**

KELLY LOWRY & KELLEY, LLP  
6320 Canoga Avenue, Suite 1650  
Woodland Hills, CA 91367

Appendix A is a listing of Collateral under this Security Agreement.

**Assets:**



**Trademarks Owned by Remington, Inc.**

DEBTOR: REMINGTON, INC.

SECURED PARTY: KELLY LOWRY KELLEY, LLP

Page 1 of 1

Docket	Country	Mark	Reg No.	Class(es)	Reg Date	Serial No.	Filing Date
49701	USA	AQUAHOUSE	3,734,603	11	1/5/2010	77/111,489	2/20/2007
49823	USA	BENEFICIAL MINERALS	3,540,967	5	12/2/2008	77/148,567	4/4/2007
48049	USA	CONCERTO	3,412,928	11	4/15/2008	78/713,818	9/15/2005
47998	USA	DA VINCI	3,349,697	11	12/4/2007	78/710,993	9/12/2005
47515	USA	FRESH BREW (Supplemental Register)	3,270,636	9	7/24/2007	78/909,565	6/15/2006
48443	USA	iAQUA	3,349,901	11	12/4/2007	78/789,841	1/11/2006
48218	USA	iCAFE	3,320,627	11	10/23/2007	78/750,872	11/9/2005
48084	USA	iCOFFEE	3,349,724	11	12/4/2007	78/722,126	9/28/2005
49672	USA	iCOLD	3,718,990	11	12/1/2009	77/105,249	2/12/2007
48088	USA	iESPRESSO	3,320,495	11	10/23/2007	78/723,088	9/29/2005
48525	USA	iHOT	3,345,725	11	11/27/2007	78/803,574	1/31/2006
48761	Canada	iSPRING Design	TMA748,477	11	9/23/2009	1,315,355	9/5/2006
49626	USA	iSPRING Logo (Intent to Use)		11, 30		77/090,954	1/25/2007
47096	USA	JAVA JET	3,319,716	11	10/23/2007	78/541,865	1/4/2005
47999	USA	MICHELANGELO	3,320,430	11	10/23/2007	78/711,013	9/12/2005
47337	USA	MOUNTAIN FRESH	3,330,909	30	11/6/2007	78/587,483	3/15/2005
50289	USA	MOUNTAIN FRESH	3,422,281	11	5/6/2008	77/259,690	8/20/2007
48320	USA	MOUNTAIN FRESH WATER	3,326,873	11	10/30/2007	78/759,803	11/22/2005
49555	USA	NANO OSMOSIS	3,322,695	11	10/30/2007	77/074,657	1/2/2007
52458	USA	OFFICE PURE (Intent-to-Use)		11		77/822,966	9/9/2009
48047	USA	OPUS	3,331,487	11	11/6/2007	78/713,831	9/15/2005
47997	USA	PICASSO	3,320,429	11	10/23/2007	78/711,003	9/12/2005
49280	USA	PURITY YOU CAN TRUST	3,753,390	11, 40	2/23/2010	78/959,756	8/24/2006
48668	Australia	REMINGTON	1152480	11	5/20/2009	1152480	12/15/2006
50109	California	REMINGTON	112887	11	8/20/2007		
48673	China	REMINGTON	5798990	11	2/21/2011	5798990	12/21/2006
48327	USA	REMINGTON (Supplemental Register)	3,278,162	11	8/7/2007	78/762,363	11/29/2005
50111	USA	REMINGTON	3,548,960	11	12/23/2008	77/276,386	9/11/2007
48669	Canada	REMINGTON & Design	TMA748,479	11	9/23/2009	1,315,351	9/5/2006
50110	California	REMINGTON Logo	112888	11	8/20/2007		
48674	CTM	REMINGTON Logo	5289913	11	8/8/2007	5289913	9/1/2006
48629	USA	REMINGTON Logo (coffee)	3,391,860	11	3/4/2008	78/833,789	3/9/2006
48628	USA	REMINGTON Logo (water) (Supplemental Register)	3,314,992	11	10/16/2007	78/829,988	3/6/2006
50585	USA	REMINGTON WATER	3,726,128	11	12/15/2009	77/396,080	2/13/2008
51594	USA	REMINGTON WATER	3,622,405	21	5/19/2009	77/583,557	10/1/2008
48759	Canada	WATERFORD	TMA748,478	11	9/23/2009	1,315,354	9/5/2006