

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
OHSO CLEAN, INC.		03/30/2012	CORPORATION: DELAWARE
CLEANWELL COMPANY		03/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MONTAGE CAPITAL, LLC
Street Address:	19925 Stevens Creek Blvd.
Internal Address:	Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85455532	NATURE'S ANTIBAC
Serial Number:	85003929	A BETTER WAY TO CLEAN
Registration Number:	3930061	CLEANWELL
Registration Number:	3930215	KILLS 99.99% OF GERMS NATURALLY
Registration Number:	3930214	KILLS 99.99% OF GERMS BOTANICALLY

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley LLP
 Address Line 2: 4401 Eastgate Mall

CH \$140.00 85455532

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 306316-139 OHSO CLEAN

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 04/01/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2012 by and among Montage Capital, LLC, a California limited liability company, and OHSO CLEAN, INC., a Delaware corporation ("OHSO Clean") and CLEANWELL COMPANY, a Delaware company (collectively with OHSO Clean, "Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The security interest granted above is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and is not intended to increase the rights of Lender or obligations of Borrowers beyond the rights and obligations granted in the Loan Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:


Address of Borrower:

315 Pacific Avenue
San Francisco, CA 94111
Attn: Rick Malmberg, Chief Executive Officer, and
Roger Smedley, VP, Finance

OHSO CLEAN, INC.

By: 
Name: RICK MALMBERG
Title: CEO

CLEANWELL COMPANY

By: 
Name: RICK MALMBERG
Title: CEO

LENDER:

Address of Lender:

19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose

MONTAGE CAPITAL, LLC


By: 
Name: MICHAEL J. ROSE
Title: MANAGING DIRECTOR

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue/Application Date</u>
Essential Oils Based Cleaning and Disinfecting Compositions	7,763,575	7/27/2010
Antimicrobial foamable soaps	13/126,628	04/28/11
Essential oils based cleaning and disinfecting compositions	7,465,697	12/16/08
Essential oils based disinfecting compositions having tuberculocidal and fungicidal efficacies	11/444,367	06/01/06
Antimicrobial composition formula with essential oils	6,346,281	02/12/02
Antimicrobial composition formulated with essential oils	6,846,498	01/25/05

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NATURE'S ANTIBAC	85/455,532	10/25/11
A BETTER WAY TO CLEAN	85/003,929	04/01/10
CLEANWELL	3,930,061	03/08/11
KILLS 99.99% OF GERMS NATURALLY	3,930,215	03/08/11
KILLS 99.99% OF GERMS BOTANICALLY	3,930,214	03/08/11

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RECORDED: 04/01/2012

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