

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AquaHydrate, Inc.		07/31/2012	CORPORATION: NEVADA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	YCCM Finance, LLC, as Collateral Agent
<b>Street Address:</b>	9130 West Sunset Boulevard
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90069
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3986715	AH9
<b>Registration Number:</b>	3787418	AQUAGENUS
<b>Registration Number:</b>	3813422	AQUAHYDRATE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	7147558290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	ipdocket@lw.com
<b>Correspondent Name:</b>	Latham & Watkins LLP
<b>Address Line 1:</b>	650 Town Center Drive
<b>Address Line 2:</b>	Suite 2000
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	018688-0137
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon

OP \$90.00 3986715

Signature:	/Rhonda DeLeon/
Date:	08/02/2012
Total Attachments: 5 source=trademark security agreement (2)#page1.tif source=trademark security agreement (2)#page2.tif source=trademark security agreement (2)#page3.tif source=trademark security agreement (2)#page4.tif source=trademark security agreement (2)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2012 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by AquaHydrate, Inc., a Nevada corporation (the “**Grantor**”), in favor of YCCM Finance, LLC, a Nevada limited liability company, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is a party to a Security Agreement dated as of July 25, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the secured parties party thereto (the “**Secured Parties**”) and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

**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 hereby agree with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, “**Trademarks**”);

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. AUTHORIZATION TO SUPPLEMENT**

If the Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Collateral Agent in accordance with Section 4.5 of the Security Agreement with respect to any such new Trademarks. Without limiting the Grantor's obligations under this Section 4, the Grantor authorizes the Collateral Agent to unilaterally modify this Agreement by amending Schedule A to include any such new Trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

### **SECTION 5. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, as an obligation entered into and to be performed entirely within the State of California by residents of the State of California.

### **SECTION 6. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AQUAHYDRATE, INC.**

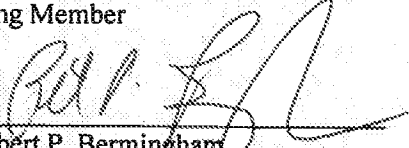
By: Mark Loeffler  
Name: Mark Loeffler  
Title: Chief Financial Officer

Accepted and Agreed:

**YCCM FINANCE, LLC, as Collateral Agent**

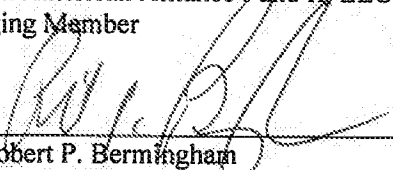
**By: Yucaipa American Alliance Fund II, LP**  
**Its: Member**

**By: Yucaipa American Alliance Fund II, LLC**  
**Its: Managing Member**

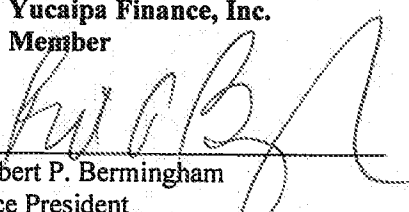
By:   
Robert P. Bermingham  
Vice President

**By: Yucaipa American Alliance (Parallel) Fund II, LP**  
**Its: Member**

**By: Yucaipa American Alliance Fund II, LLC**  
**Its: Managing Member**

By:   
Robert P. Bermingham  
Vice President

**By: Yucaipa Finance, Inc.**  
**Its: Member**

By:   
Robert P. Bermingham  
Vice President

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**1. United States**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
AH9	77968453	March 25, 2010	3986715	June 28, 2011
AQUAGENUS	77839789	October 1, 2009	3787418	May 11, 2010
AQUAHYDRATE	77839787	October 1, 2009	3813422	July 6, 2010

**2. Foreign**

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Australia	AQUAHYDRATE	1337727	Dec. 21, 2009	1337727	May 12, 2010
Canada	AQUAHYDRATE	1463502	Dec. 18, 2009	Pending	Pending
China	AQUAHYDRATE	8076445	Feb. 20, 2010	Pending	Pending
European Community	AQUAHYDRATE	008772832	Dec. 21, 2009	008772832	May 24, 2010
Japan	AQUAHYDRATE	2009-094806	Dec. 15, 2009	05323421	May 14, 2010
South Korea	AQUAHYDRATE	40-2010-540	Jan. 6, 2010	40-847202	Dec. 21, 2010
Malaysia	AQUAHYDRATE	2009-50834	Dec. 21, 2009	Pending	Pending
New Zealand	AQUAHYDRATE	817602	Dec. 21, 2009	817602	June 24, 2010
Singapore	AQUAHYDRATE	T0915000Z	Dec. 22, 2009	T0915000Z	March 30, 2010
United Arab Emirates	AQUAHYDRATE	137166	Dec. 22, 2009	137166	Dec. 22, 2009