

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
Vapur, Inc.		02/25/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kapak Company, LLC		
Street Address:	12025 Tricon Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77798057	VAPUR	
Serial Number:	85033357	THE ANTI-BOTTLE	
Serial Number:	77822634		
CORRESPONDENCE DATA			
Fax Number:	5137620037		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	abrown@katzteller.com		
Correspondent Name:	Amy Brown		
Address Line 1:	255 E Fifth Street		
Address Line 2:	Suite 2400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Amy Brown		
Signature:	/Amy Brown/		

Date:

03/11/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of February 25, 2013, by and between VAPUR, INC, a California corporation ("Debtor"), in favor of KAPAK COMPANY LLC, a Minnesota limited liability company ("Secured Party"). Debtor is obligated to Security Party pursuant to a Secured Promissory Note in the principal amount of \$200,000 dated as of December 3, 2012 and a Secured Promissory Note in the principal amount of \$60,000 of even date herewith (as each may hereafter from time to time be restated, amended, modified or supplemented, collectively, the "Notes") between the Secured Party and Debtor.

WHEREAS, to secure the Debtor's obligations under the Notes and any and all other obligations or liabilities (now or hereafter in effect) owing from Debtor to Secured Party, including accounts payable (and purchase orders and commitments of Debtor) owing to Secured Party (collectively, the "Obligations"), the Debtor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Secured Party to make the financial accommodations evidenced by the Notes and the other Obligations, the Debtor hereby agrees with the Secured Party as follows:

SECTION 1. **Defined Term**. Unless otherwise defined herein, terms defined in the Notes and used herein have the meaning given to them in the Notes. As used herein, the following term shall have the following meaning:

"Trademark" means (a) all United States trademarks now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto and (b) the right to obtain all renewals thereof.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. The Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of the Debtor's right, title and interest in, to and under the following Collateral of the Debtor wherever located, and now owned or hereafter acquired (the "Trademark Collateral"):

(a) all of its Trademarks, to which it now or hereafter is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations, renewals or extensions of the foregoing;
and

(c) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Ohio Revised Code Section 1309.102, as amended from time to time), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or any other impairment thereof.

Upon the request of the Secured Party, at no cost to the Secured Party, the Debtor agrees to execute an amendment to this Trademark Security Agreement or to execute an Amended and Restated Trademark Security Agreement, containing such terms as the Secured Party may reasonably require, in order to perfect such additional Trademarks that subsequent hereto the Debtor may acquire an interest in.

SECTION 3. Debtor Remains Liable. It is expressly agreed by the Debtor that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent that the same are caused by the gross negligence or willful misconduct of the Secured Party. The Debtor shall remain liable for any and all claims by any Person that the conduct of the Debtor's business or products or processes of the Debtor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Notes and a Security Agreement dated the date hereof ("Security Agreement") and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Termination of Security Interest in Trademark Collateral. Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Debtor, to the Debtor, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Notes and not theretofore reassigned, redelivered and released to the Debtor, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

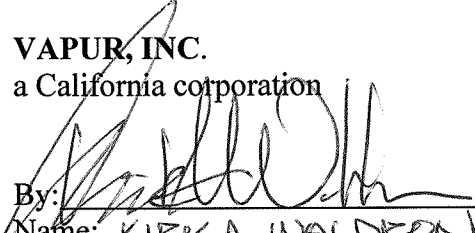
SECTION 7. **APPLICABLE LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO OHIO'S CHOICE OF LAW DOCTRINE.

[Signature page follows.]

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

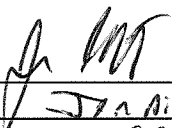
Debtor:

VAPUR, INC.
a California corporation

By: 
Name: KIERA WALDEN
Title: PRESIDENT, CFO

Acknowledged by:

KAPAK COMPANY LLC
a Minnesota limited liability company


By: 
Name: J. A. Hill
Title: CFO

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

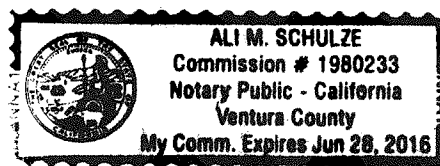
On March 5, 2013, before me, Ali M. Schulze, a Notary Public, personally appeared Kirk A. Waldron, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public



SCHEDULE 1

To

Trademark Security Agreement

Title	Country	Serial No.	Registration No.	Registration Date
vapur	U.S.	77798057	3766784	January 12, 2010
THE ANTI-BOTTLE	U.S.	85033357	3893851	December 21, 2010
Image of world's continents formed using various size water droplets	U.S.	77822634	4029990	July 8, 2011

KTBH:4819-5436-5971.1