

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
APTWATER, INC.		06/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KPCB Holdings, Inc.
Street Address:	2750 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: CALIFORNIA

Name:	XPV Water Fund (US) Limited Partnership
Street Address:	266 King Street West, Suite 403
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5V 1H8
Entity Type:	CORPORATION: CANADA

Name:	XPV Water Fund Limited Partnership
Street Address:	266 King Street
Internal Address:	King Street West, Suite 403
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5V 1H8
Entity Type:	CORPORATION: CANADA

Name:	WM Organic Growth, Inc.
Street Address:	1001 Fannin Street, Suite 4000
City:	Houston
State/Country:	TEXAS

CH \$240.00 3729033

Postal Code:	77002
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3729033	THE PURE WATER AUTHORITY
Registration Number:	4214786	ARO-NITE
Registration Number:	4061866	APTWATER
Registration Number:	3845191	APTWATER
Registration Number:	3844997	APTWATER
Registration Number:	3411618	APPLIED
Registration Number:	3503810	PULSEOX
Registration Number:	3507232	HIPOX
Registration Number:	3447193	CLEAN WATER. NO WASTE.

CORRESPONDENCE DATA

Fax Number: 6172359493  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (617) 951-7000  
 Email: mdipalma@ropesgray.com  
 Correspondent Name: Ropes & Gray LLP  
 Address Line 1: Prudential Tower 800 Boylston Street  
 Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	110145-0001 TM
-------------------------	----------------

DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	Mary Jane DiPalma
Signature:	/Mary Jane DiPalma/
Date:	06/17/2013

source=Bridge TM Security#page2.tif  
source=Bridge TM Security#page3.tif  
source=Bridge TM Security#page4.tif  
source=Bridge TM Security#page5.tif  
source=Bridge TM Security#page6.tif  
source=Bridge TM Security#page7.tif  
source=Bridge TM Security#page8.tif

## TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement**, dated as of June 14, 2013, by APTWATER, INC., a Delaware corporation (the “**Grantor**”) in favor of KPCB HOLDINGS, INC., XPV WATER FUND LIMITED PARTNERSHIP, XPV WATER FUND (US) LIMITED PARTNERSHIP and WM ORGANIC GROWTH, INC. (each, a “**Secured Party**” and together, the “**Secured Parties**”).

### WITNESSETH:

WHEREAS, the Grantor and the Secured Parties are party to a Secured Convertible Note Purchase Agreement dated as of February 1, 2013 (as amended by the Consent and Amendment under Secured Convertible Note Purchase Agreement dated as of the date of this Trademark Security Agreement, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) pursuant to which the Secured Parties purchased the Notes (as defined in the Purchase Agreement) from the Grantor;

WHEREAS, the Grantor is party to a Security Agreement dated as of February 1, 2013 (as amended by the Amendment No. 1 to Security Agreement dated as of the date of this Trademark Security Agreement, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Purchase Agreement, the Grantor hereby agrees with the Secured Parties 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Secured Parties a lien on and security interest in all of its right, title and interest in and to the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) United States federally-registered trademarks of the Grantor listed on Schedule I attached hereto (the “**Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Secured Parties pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement dated as of the date of this Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), between the Grantor, the Secured Parties, True North Venture Partners, L.P., as Authorized Representative for the Exchange Note Secured Party (as defined therein) the Exchange Note Secured Party listed on the

signature pages thereto, and KPCB HOLDINGS, INC., as Authorized Representative for the Bridge Notes Secured Parties (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 13 thereof, the Secured Parties shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first written above.

APTWATER, INC.

By: 

Name: John Kaestle

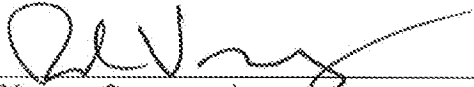
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005049 FRAME: 0534**

Agreed to and Accepted:

KPCB HOLDINGS, INC., as Secured Party

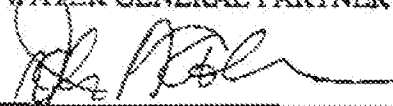
By:   
Name: PAUL VRANJIC  
Title: GENERAL COUNSEL

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005049 FRAME: 0535**

Agreed to and Accepted:

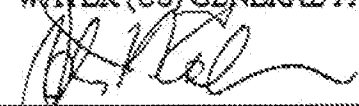
XPV WATER FUND LIMITED PARTNERSHIP,  
as Secured Party, by its general partner,  
XPV WATER GENERAL PARTNER LP,  
by its general partner,  
XPV WATER GENERAL PARTNER INC.

By:   
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Agreed to and Accepted:

XPV WATER FUND (US) LIMITED PARTNERSHIP,  
as Secured Party, by its general partner,  
XPV WATER (US) GENERAL PARTNER LP,  
by its general partner,  
XPV WATER (US) GENERAL PARTNER INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and Accepted:

WM ORGANIC GROWTH, INC., as Secured Party

By: Linda J. Smith  
Name: Linda J. Smith  
Title: Vice President & Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005049 FRAME: 0538

SCHEDULE 1

To

TRADEMARK SECURITY AGREEMENT

Trademarks

Jurisdiction	Trademark	Registration No. and/or Serial No.
USA	THE PURE WATER AUTHORITY	3729033
US	ARO-NITE	4214786
US	APTWATER	4061866
US	APTWATER	3845191
US	APTWATER	3844997
US	APPLIED	3411618
US	PULSEOX	3503810
US	HIPOX	3507232
US	CLEAN WATER, NO WASTE	3447193