

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
HZO, INC.		09/23/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86020303	WATERBLOCK
Serial Number:	85673505	PROTECTION FROM THE INSIDE OUT
Serial Number:	85673500	PROTECTION FROM THE INSIDE OUT
Serial Number:	85672340	HZO
Serial Number:	85672330	HZO
Serial Number:	85672337	HZO
Serial Number:	85672329	HZO
Serial Number:	85672328	HZO
Serial Number:	85672345	WATERBLOCK
Serial Number:	85672343	WATERBLOCK
Serial Number:	85673498	PROTECTION FROM THE INSIDE OUT
Serial Number:	85672338	HZO
Serial Number:	85672332	HZO

CH \$390.00 86020303

Serial Number:	85672346	WATERBLOCKED
Serial Number:	77956003	HZO

CORRESPONDENCE DATA

Fax Number: 9193541278
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-314-3086
 Email: loandocsdept@square1bank.com
 Correspondent Name: Square 1 Bank
 Address Line 1: 406 Blackwell Street
 Address Line 2: Suite 240
 Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	10/04/2013

Total Attachments: 5
 source=HZO Inc - Intellectual Property Security Agreement#page1.tif
 source=HZO Inc - Intellectual Property Security Agreement#page2.tif
 source=HZO Inc - Intellectual Property Security Agreement#page3.tif
 source=HZO Inc - Intellectual Property Security Agreement#page4.tif
 source=HZO Inc - Intellectual Property Security Agreement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 23, 2013 by and between SQUARE 1 BANK ("Bank") and HZO, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of September 23, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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.

GRANTOR:

Address of Grantor:

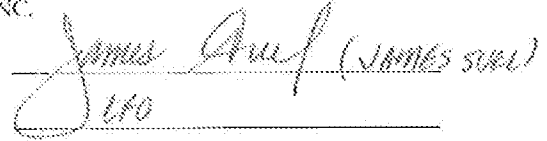
12637 South 265 West, Suite 300
Draper, UT 84020

Attn: Chief Executive Officer

HZO, INC.

By:

Title:

 (JAMES SUEL)
CEO

BANK:

Address of Bank:

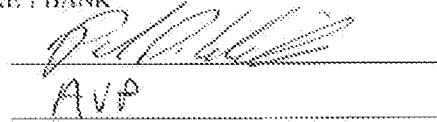
406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By:

Title:


AVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Offshore turbine cleaning system code.	TXu001337822	10/2/06

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Appl. No.</u>	<u>Issue/File Date</u>
Method and apparatus to coat objects with parylene and boron nitride	12104080	4/16/08
Method and apparatus to coat objects with parylene	12104152	4/16/08
Metal and electronic device coating process for marine use and other environments	12988103	1/18/11
Methods, apparatuses and systems for monitoring for exposure of electronic devices to moisture and reacting to exposure of electron devices to moisture	13734779	1/4/13
Electronic devices with internal moisture resistant coatings	13735862	1/7/13
Systems for assembling electronic devices with internal moisture-resistant coatings	13736753	1/8/13
Masks for use in applying protective coatings to electronic assemblies, masked electronic assemblies and associated methods	13737709	1/9/13
Precursor supplies, material processing systems with which precursor supplies are configured to be used and associated methods	13737737	1/9/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
WATERBLOCK	86020303	7/25/13
PROTECTION FROM THE INSIDE OUT	85673505	7/10/12
PROTECTION FROM THE INSIDE OUT	85673500	7/10/12
HzO	85672340	7/10/12
HZO	85672330	7/10/12
HzO	85672337	7/10/12
HZO	85672329	7/10/12
HZO	85672328	7/10/12
WATERBLOCK	85672345	7/10/12
WATERBLOCK	85672343	7/10/12
PROTECTION FROM THE INSIDE OUT	85673498	7/10/12
HzO	85672338	7/10/12
HzO	85672332	7/10/12
WATERBLOCKED	85672346	7/10/12
HZO	77956003	3/10/10