

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VINTURI, INC.		12/20/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC		
Street Address:	1177 SUMMER STREET		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3353903	VINTURI	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	L074398		
NAME OF SUBMITTER:	REBECCA SILVA		
Signature:	/REBECCA SILVA/		

Date:

01/08/2014

Total Attachments: 13

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INTELLECTUAL PROPERTY SUPPLEMENT TO LOAN AND SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SUPPLEMENT TO LOAN AND SECURITY AGREEMENT ("Supplement"), dated as of December 20, 2013, is made by VINTURI, INC., a corporation organized under the laws of the State of California (the "Grantor"), with an address at 3193 Lionshead Avenue, Carlsbad, California 92010, in favor of SIENA LENDING GROUP LLC ("Lender"), with an address at 1177 Summer Street, Stamford, Connecticut 06905, under the Loan and Security Agreement (as amended, restated, supplemented; or otherwise modified from time to time, the "Loan Agreement") among Lender and Grantor.

RECITALS

A. Concurrently herewith, Grantor and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Lender a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Lender desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor hereby grants to Lender (for the benefit of Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all

renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights

corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Lender of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Lender whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Lender with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Lender in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Lender with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Lender and appoints Lender as its attorney to amend or supplement the Exhibits hereto, from time to time at Lender's option, to

add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.


5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Lender that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

SIENA LENDING GROUP LLC

VINTURI, INC.

By 
Name Anthony Lavinio
Title Authorized Signatory

By _____
Name _____
Title _____

By 
Name Steven Sanicola
Title Authorized Signatory


*[Signature Page to Intellectual Property
Supplement to Loan and Security Agreement]*

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

SIENA LENDING GROUP LLC

VINTURI, INC.

By _____
Name _____
Title _____

By 
Name Pio Salvendy
Title CEO

*[Signature Page to Intellectual Property
Supplement to Loan and Security Agreement]*

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

NONE

EXHIBIT B

PATENTS

MATTER TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER/ PATENT NUMBER/ PUBLICATION NUMBER	TYPE	ASSIGNEE
Utility - CON	Improved Venturi Apparatus	US	Sept. 30 2009 Nov. 30, 2010	12571087 7841584	Patent Application	Vinturi Inc.
Utility - CON	Improved Venturi Apparatus	US	Nov. 4, 2010 Aug. 13, 2013 Feb. 24, 2011	12939952 8505883 20110042835	Patent Application	Vinturi Inc.
Utility - CON	Improved Venturi Apparatus	US	Jul 19, 2012 Dec. 13, 2012	13553492 20120314529	Patent Application	Vinturi Inc.
Utility - DIV	Improved Venturi Apparatus	AU	Feb 1, 2007	2011203112	Patent Application	Vinturi Inc.
Utility - DIV	Venturi Apparatus	CN	Feb 1, 2007	2011103961420	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	DE	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	DK	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - DIV	Improved Venturi Apparatus	EP	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	ES	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	FR	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	GB	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	IE	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.

MATTER TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER/ PATENT NUMBER/ PUBLICATION NUMBER	TYPE	ASSIGNEE
Utility - EPPAT	Improved Venturi Apparatus	IT	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - DIV	Improved Venturi Apparatus	JP	Jul 25, 2011	2011162395	Patent Application	Vinturi Inc.
Utility - EPPAT	Improved Venturi Apparatus	SE	Feb 1, 2007	100121342	Patent Application	Vinturi Inc.
Utility - DIV	Improvements Relating to Venturi Apparatuses	AU	Feb 1, 2007	2012204096	Patent Application	Vinturi Inc.
Innovation - DIV	Venturi Apparatuses for Aerating Wine (As Amended)	AU	Feb 1, 2007	2013100254	Patent Application	Vinturi Inc.
Innovation - DIV	Method of Aerating Wine (As Amended)	AU	Feb 1, 2007	2013100256	Patent Application	Vinturi Inc.
Innovation - DIV	Venturi Apparatuses for Aerating Wine (As Amended)	AU	Feb 1, 2007	2013100257	Patent Application	Vinturi Inc.
Utility - DIV	Improvements Relating to Venturi Apparatuses	AU	Feb 1, 2007	2013205489	Patent Application	Vinturi Inc.
Utility - DIV	Improvements Relating to Venturi Apparatuses	AU	Feb 1, 2007	2013205488	Patent Application	Vinturi Inc.
Utility - ORG	Improved Venturi Apparatus	US	Feb 15, 2006 Nov. 10, 2009 Aug. 16, 2007	11354490 7614614 20070187848	Patent Application	Vinturi Inc.

MATTER TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER/ PATENT NUMBER/ PUBLICATION NUMBER	TYPE	ASSIGNEE
Utility - NSPCT	Venturi Apparatus	AU	Feb 1, 2007	2007218017	Patent Application	Vinturi Inc.
Utility - NSPCT	Venturi Apparatus	BR	Feb 1, 2007	PI07079176	Patent Application	Vinturi Inc.
Utility - NSPCT	Venturi Apparatus	CN	Feb 1, 2007	2007800125202	Patent Application	Vinturi Inc.
Utility - NSPCT	Venturi Apparatus	EP	Feb 1, 2007	077498228	Patent Application	Vinturi Inc.
Utility - CONF	Improved Venturi Apparatus	HK	Feb 2, 2009	091009171	Patent Application	Vinturi Inc.
Utility - NSPCT	Improved Venturi Apparatus	JP	Feb 1, 2007	2008555260	Patent Application	Vinturi Inc.
Utility - NSPCT	Venturi Apparatus	KR	Feb 1, 2007	1020087021251	Patent Application	Vinturi Inc.
Utility - NSPCT	Venturi Apparatus	MX	Feb 1, 2007	MXa2008010461	Patent Application	Vinturi Inc.
Utility - REEX	Ex Parte Reexaminati on of Venturi Apparatus	US	Mar 22, 2010	90009709	Patent Application	Vinturi Inc.
Utility - ORG	Wine Aerator Tower	US	Sep 17, 2010 June 30, 2011	12885272 20110154994	Patent Application	Vinturi Inc.
Utility - ORG	Wine Aerator Tower	WO	Sep 17, 2010	PCTUS201049387	Patent Application	Vinturi Inc.
Utility - NSPCT	Wine Aerator Tower	CA	Sep 17, 2010	2774548	Patent Application	Vinturi Inc.
Utility - NSPCT	Wine Aerator Tower	CN	Sep 17, 2010	2010800499861	Patent Application	Vinturi Inc.
Design Registration - ORG	Aerator Tower	CN	Mar 17, 2010	2010301438321	Design Registration	Vinturi Inc.

MATTER TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER/ PATENT NUMBER/ PUBLICATION NUMBER	TYPE	ASSIGNEE
Design - ORG	Aerator Tower	US	Sep 17, 2009 Oct. 12, 2010	29343719 D625137	Patent Application	Vinturi Inc.
Design Registration - ORG	Carafe	BR	May 20, 2011	DI71026991	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	CA	May 20, 2011	140733	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	CN	May 23, 2011	2011301397792	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	EM	May 20, 2011	0012771980001	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	HK	May 23, 2011	11008479	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	JP	May 20, 2011	201111398	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	KR	May 23, 2011	3020110020641	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	MX	May 19, 2011	MXF2011001624	Design Registration	Vinturi Inc.
Design Registration - ORG	Carafe	ZA	May 19, 2011	A201100803	Design Registration	Vinturi Inc.
Design - ORG	Carafe	US	Nov 22, 2010 May 8, 2012	29379649 D658924	Patent Application	Vinturi, Inc.
Design Registration - ORG	Wine Aerator Travel Case	BR	Mar 24, 2011	DI71017984	Design Registration	
Design Registration - ORG	Wine Aerator Travel Case	CA	Mar 24, 2011	139804	Design Registration	Vinturi Inc.

MATTER TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER/ PATENT NUMBER/ PUBLICATION NUMBER	TYPE	ASSIGNEE
Design Registration - ORG	Wine Aerator Travel Case	CN	Mar 24, 2011	2011300567832	Design Registration	Vinturi Inc.
Design Registration - ORG	Wine Aerator Travel Case	EM	Mar 24, 2011	0018407520001	Design Registration	Vinturi Inc.
Design Registration - ORG	Wine Aerator Travel Case	HK	Mar 24, 2011	11004835	Design Registration	Vinturi Inc.
Design Registration - ORG	Wine Aerator Travel Case	JP	Mar 24, 2011	2011006723	Design Registration	Vinturi Inc.
Design Registration - ORG	Wine Aerator Travel Case	KR	Mar 24, 2011	3020110011847	Design Registration	Vinturi Inc.
Design - ORG	Wine Aerator Travel Case	US	Sep 24, 2010 Jan. 15, 2013	29375646 D674188	Patent Application	Vinturi Inc.
Utility - ORG	Venturi Apparatus	TW	Mar 3, 2012	101107170	Patent Application	Vinturi, Inc.
Utility - ORG	Venturi Apparatus	US	Mar 2, 2012 Sept. 6, 2012	13411411 20120224451	Patent Application	Vinturi Inc.
Utility - ORG	Venturi Apparatus	WO	Mar 5, 2012	PCTUS2012027728	Patent Application	
Prov - ORG	Refrigerator	US	Mar 7, 2013	61774505	Patent Application	
Prov - ORG	Product Preserver	US	Mar 15, 2013	61788961	Patent Application	

EXHIBIT C

TRADEMARKS

MARK	COUNTRY	DATE FILED	SERIAL NUMBER/ REG NUMBER	ASSIGNEE
VINTURI	US	Feb. 16, 2006	78816310	Vinturi, Inc.
		Dec. 11, 2007	3353903	