

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
Puricore, Inc.		01/15/2014	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:	commercial bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78444404	ACTIVE ICE
Serial Number:	76977484	STERILOX
Serial Number:	78836837	VASHE
Serial Number:	78860793	PURICORE
Serial Number:	78860795	PURICORE
Serial Number:	78860796	PURICORE
Serial Number:	78860804	PURICORE
Serial Number:	78884659	AQUATINE
Serial Number:	77250560	VASHE
Serial Number:	85457714	ACTIVITA
Serial Number:	85446411	ACTIVITA
Serial Number:	85489738	AQUALOX
Serial Number:	77766428	AQUALOX

CH \$490.00 78444404

Serial Number:	85256932	FLORAFRESH
Serial Number:	85416655	FLORAFRESH
Serial Number:	86038831	NOVAZO
Serial Number:	86017303	PRODUCEFRESH
Serial Number:	86017281	PRODUCEFRESH
Serial Number:	86059315	SAFEMIST

CORRESPONDENCE DATA

Fax Number: 4149788675
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 414 277 5675
Email: marta.levine@quarles.com
Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	153814.00002
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	01/27/2014

Total Attachments: 12
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of January 15, 2014 is entered into by and between PURICORE, INC., a Delaware corporation ("**Borrower**"), and SQUARE 1 BANK ("**Lender**").

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "**Loan and Security Agreement**") dated December 4, 2013, between Lender and Borrower, Borrower has agreed to grant a security interest to Lender in certain patents and trademarks as security for the Secured Liabilities, as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Definitions and Interpretation.** Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan and Security Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in North Carolina as may be in effect from time to time (the "**Code**").

"**Encumbrance**" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"**Governmental Authority**" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Patents and Trademarks**" shall mean and include all of Borrower's present right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications and trademarks now owned by Borrower, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents and trademarks relate.

"**Permitted Encumbrances**" shall mean all Encumbrances permitted under the Loan and Security Agreement.

"**Person**" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Requirement of Law" shall mean, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Secured Liabilities" shall mean all present and future indebtedness, moneys, obligations and liabilities of Borrower to the Lender under the Loan and Security Agreement and this Agreement, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Loan and Security Agreement, together with all expenses under the Loan Documents (as defined in the Loan and Security Agreement).

2. **Grant of Security Interest.** To secure the full payment and performance of all Secured Liabilities, Borrower hereby grants, and conveys a security interest to Lender in the entire right, title and interest of Borrower in and to all of its Patents and Trademarks.

3. **Representations and Warranties.** Borrower represents and warrants as follows:

(a) Borrower is a Delaware corporation duly organized and validly existing under the laws of the State of Delaware, and Borrower has the appropriate power and authority to own its property and operate its business as it is currently being conducted.

(b) This Agreement, when delivered, will be valid and binding upon Borrower, and enforceable in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) Borrower has all requisite power and authority to enter into and perform this Agreement and to incur the obligations herein provided for, and has taken all proper and necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

(d) The making and performance of this Agreement will not violate any law, government rule or regulation, court or administrative order or other such order, or the charter, minutes or bylaw provisions of Borrower, or violate or result in a default (immediately or with the passage of time) under any contract, agreement or instrument to which Borrower is a party, or by which Borrower is bound.

(e) The Patents and Trademarks, to the extent registered with the United States Patent and Trademark Office (the "USPTO") are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(f) To the best of Borrower's knowledge, each of the Patents and Trademarks, to the extent registered with the USPTO, is valid and enforceable.

(g) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and

clear of any Encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons.

(h) As of the date hereof, no written claim has been made to Borrower or, to the knowledge of Borrower, any other person that the use of any of the Patents and Trademarks does or may violate the rights of any third party.

4. **Borrower's Covenants.** Borrower covenants that until all of the Secured Liabilities are paid and satisfied in full that:

(a) Borrower will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice Lender.

(b) Borrower will not change its name without providing thirty (30) days prior written notice to Lender.

(c) Borrower will not create, incur or permit to exist, will defend the Patents and Trademarks against, and take such other action as is necessary to remove, any lien or claim on or to the Patents and Trademarks, other than Permitted Encumbrances, and will use commercially reasonable efforts to defend the right, title and interest of Lender in and to any of the Patents and Trademarks against the claims and demands of all Persons whomsoever, other than Permitted Encumbrances.

(e) Borrower will not sell, transfer, lease or otherwise dispose of any of the Patents and Trademarks, or attempt, offer or contract to do so except as expressly permitted pursuant to the Loan and Security Agreement. Notwithstanding anything to the contrary contained herein, prior to the occurrence of an Event of Default (as defined below), Borrower shall have the right to enter into licenses as permitted under the Loan and Security Agreement and may sell off the Patents and Trademarks for market value provided that the Borrower provides replacement collateral of equivalent value. To the extent contemplated by Section 5.4 of the Loan and Security Agreement, Borrower will give to Lender at all times upon prior notice full and free access during normal business hours (or following the occurrence of an Event of Default, at any time) to all of its books, correspondence and records and Lender and its representatives may examine, inspect or audit the same, take extracts therefrom and make photocopies thereof.

(f) Borrower will comply in all material respects with all Requirements of Law applicable to the Patents and Trademarks or any part thereof or to the operation of its business; provided, however, that Borrower may contest any Requirement of Law in any reasonable manner which shall not, in the reasonable opinion of Lender, adversely affect Lender's security interest in the Patents and Trademarks.

(g) Borrower will, in the event that any Patent or Trademark is infringed, misappropriated or diluted by a third party, promptly notify Lender after it learns thereof and shall, unless it shall reasonably determine that such Patent or Trademark is of negligible economic value to it, which determination it shall promptly report to Lender, promptly take such steps as Borrower may deem appropriate with respect to any such infringement, misappropriation or dilution, including seeking injunctive relief where appropriate or seeking to recover any and all damages for such infringement, misappropriation or dilution where appropriate, or take such

other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(h) Borrower will notify Lender promptly if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding its ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(i) Except in the ordinary course of business based on Borrower's reasonable business judgment and ongoing practice of evaluating the value of its Patents and Trademarks in the context of short term and long term business strategies and objectives, Borrower will not take, or cause to be taken, any action which might materially and adversely impair the value of the Patents and Trademarks; provided, that if Borrower determines, in good faith in its reasonable business judgment, that any Patent or Trademark is no longer necessary or useful in Borrower's business, Borrower may abandon such Patent or Trademark.

(j) Borrower will promptly supply to Lender such information as Lender may reasonably require about the Patents and Trademarks.

5. Rights and Remedies.

(a) After the occurrence of any Event of Default, as defined in the Loan and Security Agreement, Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan and Security Agreement, those allowed by applicable law and the rights and remedies of a secured party under the Code or otherwise available at law. Without limiting the foregoing, Lender may, in accordance with the Code or applicable law, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents and Trademarks, or any interest which Borrower may have therein and, after deducting from the proceeds of sale or other disposition of the Patents and Trademarks all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Liabilities in accordance with the provisions of the Loan and Security Agreement. Any remainder of the proceeds after payment in full of the Secured Liabilities shall be paid over to Borrower. Notice of any sale or other disposition of the Patents and Trademarks shall be given to Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents and Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under the Code or applicable law, purchase the whole or any part of the Patents and Trademarks sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

(b) All of Lender's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Loan and Security Agreement or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or

concurrently.

6. Borrower's Rights and Duties.

(a) Borrower shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks and any licenses thereunder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender as a result of such suit or joinder by Borrower.

(b) Borrower shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any applications with respect to the Patents and Trademarks pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Liabilities shall have been paid in full in cash, to preserve and maintain all rights in any patent or trademark applications and the Patents and Trademarks, including without limitation the payment of all maintenance fees and prosecution and filing fees and costs for patent and trademark renewal fees. Any expenses incurred in connection with such an application shall be borne by Borrower.

7. **No Waiver.** No course of dealing between Borrower and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan and Security Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. **Termination.** At such time as Borrower shall have paid in full in cash all of the Secured Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Borrower all deeds, assignments and other documents as may be necessary or proper to re-vest in Borrower full title to the Patents and Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Miscellaneous.

(a) **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

(b) **Amendments.** This Agreement is subject to modification only by a writing signed by the parties.

(c) **Assignment.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the

parties, provided, however, that Borrower may not assign or transfer any of its rights or Secured Liabilities hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of North Carolina without regard to its conflicts of law principles.

(e) Consent to Jurisdiction; Waivers. **PLEDGOR HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF THE CENTRAL COURT OF JUSTICE OF NORTH CAROLINA, SITTING IN DURHAM COUNTY, NORTH CAROLINA OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO PLEDGOR AT THE ADDRESSES PROVIDED FOR IN SECTION 10(g) OF THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. PLEDGOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. PLEDGOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OR ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE COLLATERAL TO THE FULL EXTENT PERMITTED BY LAW.**

(f) Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Borrower acknowledges and agrees that a telecopy transmission to Lender of the signature pages hereof purporting to be signed on behalf of Borrower shall constitute effective and binding execution and delivery hereof by Borrower.

(g) Notices. All notices, requests and demands hereunder shall be in writing and (a) made to Borrower or Lender at their respective addresses set forth below, or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by private overnight courier service, within one (1) Business Day following delivery to the private courier service; or if by U.S. mail, within two (2) business days after depositing in the U.S. mail, postage prepaid.

If to Borrower: PuriCore, Inc.
508 Lapp Road
Malvern, Pennsylvania 19355
Attention: Marella Thorell

If to Lender: Square 1 Bank
406 Blackwell Street, Suite 240
Durham, North Carolina 27701
Attention: Richard Suhl

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, as of the date first above written.

ATTEST:

Marella Thorell
Name: Marella Thorell
Title: CFO

PURICORE, INC.

By: [Signature]
Name: MICHAEL PASHTON
Title: CHAIRMAN

SQUARE 1 BANK

By: [Signature]
Name: MIKE GIFFIN
Title: SUP

SCHEDULE A
TO
PATENT AND TRADEMARK SECURITY AGREEMENT
LIST OF PATENTS AND REGISTERED TRADEMARKS

1

Patents:

Title of Invention	Country	Serial No.; Filing Date	Patent No.; Issue Date	Status
CERAMIC MEMBRANE	US	09/599,634 06/22/2000	6,528,214 03/04/2003	GRANTED
ELECTROCHEMICAL TREATMENT OF AN AQUEOUS SALT SOLUTION	US	11/369,981 03/08/2006	7,828,942 11/09/2010	GRANTED
ELECTROCHEMICAL TREATMENT OF AN AQUEOUS SOLUTION	US	09/633,665 08/07/2000	6,632,347 10/14/2003	GRANTED
ELECTROCHEMICAL TREATMENT OF AN AQUEOUS SOLUTION	US	10/663,079 09/16/2003	7,303,660 12/04/2007	GRANTED

Title of Invention	Country	Serial No.; Filing Date	Patent No.; Issue Date	Status
COATED MEDICAL DEVICES AND METHODS OF MAKING SAME	US	11/835,813 08/08/2007	8,173,197 05/08/2012	GRANTED
OXIDATION-RESISTANT COATINGS	US	10/133,914 04/26/2002	6,752,757 06/22/2004	GRANTED
SYSTEM AND METHOD FOR CONTROLLING THE GENERATION OF A BIOCIDAL LIQUID	US	12/347,732 12/31/2008	8,025,784 09/27/2011	GRANTED
TREATMENT OF WOUNDS				

Title of Invention	Country	Serial No.;	Patent No.;	Status
WOUND AND ULCER TREATMENT WITH SUPER-OXIDIZED WATER	US	10/830,878 4/23/2004	7,276,255 10/02/2007	GRANTED
WOUND AND ULCER TREATMENT WITH SUPER-OXIDIZED WATER	US	11/844,826 8/24/2007		FILED
TREATMENT OF INFECTED TISSUES WITH HYPOCHLOROUS ACID	US	11/962,464 12/21/2007	8,632,823 01/21/2014	GRANTED
METHODS AND COMPOSITIONS TREATING CONDITIONS ASSOCIATED WITH INFECTION AND/OR INFLAMMATION	US	12/523,507 5/28/2010 *		FILED
FLORAL PRESERVATIVE	US	12/845,046 07/28/2010		FILED
METHOD OF INJECTING INTO A MISTING LINE	US	12/985,595 01/06/2011	8,628,028 01/14/2014	GRANTED
APPARATUS AND METHOD FOR WOUND, CAVITY, AND BONE TREATMENT	US	13/798,603 03/13/2013		FILED
ELECTROCHEMICALLY TREATED NUTRIENT SOLUTION	US	13/180,296 07/11/2011		FILED
STABILIZED HYPOHALOUS ACID SOLUTIONS	US	13/423,822 03/19/2012		FILED
ELECTROCHEMICALLY TREATED NUTRIENT SOLUTIONS	US	13/735,269 01/07/2013		FILED

Trademarks

	Trademark	Country	Serial No.: Filing Date	Reg. No. Issue Date	Status
184337- [13091/41]	ACTIVE ICE	U	78/444,404 7/1/2004	3,319,511 10/23/2007	REGISTERED
184337- [13091/129]	STERILOX	U	76/977,484 11/9/2001	3,468,506 7/15/2008	REGISTERED
184337- [13091/148]	VASHE	U	78/836,837 3/14/2006	3,350,018 12/4/2007	REGISTERED
184337- [13091/162]	PURICORE	U	78/860,793 4/13/2006	3,584,778 3/3/2009	REGISTERED
184337- [13091/163]	PURICORE	U	78/860,795 4/13/2006	3,596,666 3/24/2009	REGISTERED
184337- [13091/164]	PURICORE	U	78/860,796 4/13/2006	3,562,610 1/13/2009	REGISTERED
184337- [13091/165]	PURICORE	U	78/860,804 4/13/2006	3,350,098 12/4/2007	REGISTERED
184337- [13091/176]	AQUATINE	U	78/884,659 5/16/2006	3,514,260 10/07/2008	REGISTERED
184337- 13091	VASHE	U	77/250,560 8/8/2007	3,414,405 4/22/2008	REGISTERED
	ACTIVITA Plant Design	US	85/457,714 10/27/2011		FILED
	ACTIVITA	US	85/446,411 10/13/2011		FILED
	AQUALOX	US	85/489,738 12/07/2011		FILED
	AQUALOX	US	77/766,428 06/23/2009	3,839,906 08/31/2010	REGISTERED
	FLORAFRESH	US	85/256,932 03/03/2011	4,095,591 02/07/2012	REGISTERED
	FLORAFRESH	US	85/416,655 09/07/2011	4,269,182 01/01/2013	REGISTERED
	NOVAZO	US	86/038,831 08/15/2013		FILED
	PRODUCEFRESH Design	US	86/017,303 07/23/2013		FILED
	PRODUCEFRESH Design	US	86/017,281 07/23/2013		FILED
	SAFEMIST Design	US	86/059,315 09/09/2013		FILED