

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GeoGlobal Partners LLC		02/28/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4151813	GREEN STOP	
Serial Number:	85147764	GREEN STOP	
Serial Number:	85462265	POND RESCUE	
Registration Number:	3960163	PUMPSHIELD	
Registration Number:	4056718	REVOLUTION PUMP	
Registration Number:	3881509	BIG MOUTH	
Serial Number:	85462247	FOUNTAIN RESCUE	
Serial Number:	85462281	YARD RESCUE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202 663-7271		
Email:	thomas.brooke@hklaw.com, ptdocketing@hklaw.com		
Correspondent Name:	Thomas W. Brooke		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		

OP \$215.00 4151813

ATTORNEY DOCKET NUMBER:	33043/206
NAME OF SUBMITTER:	Thomas W. Brooke
SIGNATURE:	/Thomas W. Brooke/
DATE SIGNED:	04/01/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2014 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by GeoGlobal Partners LLC, a New Jersey Limited Liability Company (together with its successors and assigns, the "Grantor"), in favor of SunTrust Bank, a Georgia banking corporation as secured party (together with its successors and assigns, "Secured Party").

WHEREAS, pursuant to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including in connection with any increase in the amount of any Obligations thereunder, the "Security Agreement"), among the Grantor, Oase Invest, Inc., a Delaware corporation ("Borrower"), Oase Equity, Inc., a Delaware corporation, GMJ Company, LLC, a Florida limited liability company, GeoGlobal New York, Inc., a New York corporation, and Pond Planet, LLC, a Florida limited liability company (sometimes collectively, "Debtors") and Secured Party, the Grantor and each of the other Debtors have granted to Secured Party a security interest the Collateral described therein to secure all obligations ("Obligations") of Borrower to Secured Party under that certain Revolving Credit and Term Loan Agreement dated as of February 28, 2014, between Borrower and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, including in connection with any increase in the amount of any Obligations thereunder, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement.

WHEREAS, it is a condition precedent to the undertaking of the Secured Party to make extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered to Secured Party the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, the Intellectual Property Collateral (as defined below) of the Grantor, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, the appropriate Domain Name Registrar and any other applicable Governmental Authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), whether now existing or hereafter arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all Trademarks (as defined in the Security Agreement), including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and

misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Pledged Trademarks");

(b) (i) all Patents (as defined in the Security Agreement), including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Pledged Patents");

(c) (i) all Copyrights (as defined in the Security Agreement), including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Pledged Copyrights");

(d) (i) all Domain Names (as defined in the Security Agreement), including, without limitation, each domain name identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Pledged Domain Names");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Pledged Trademark, (B) any right under any Pledged Patent, (C) any right under any Pledged Copyright, and (D) any right under any Pledged Domain Name, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection

therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, the appropriate domain name registrar and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR GeoGlobal Partners LLC

By: 

Name: Douglas Ward
Title: Vice President

SECURED PARTY SunTrust Bank

By: 

Name: John W. Winn
Title: First Vice President

Schedule 1

COPYRIGHTS:

Copyright Title/Description	Type of Work	Registration No.	Date	Assignor	Assignee
Fountains #1.	Visual Material	VAu000968399	4/15/2008	GMJ DESIGNS	GeoGlobal Partners LLC
Pond Decor #1.	Text	VAu001080207	7/6/2011	GMJ Design, LLC	GeoGlobal Partners LLC
Scrap Book #20.	Visual Material	VAu001032637	12/3/2007	GMJ Design	GeoGlobal Partners LLC
Scrap Book #21.	Visual Material	VAu000983642	2/8/2008	GMJ Designs	GeoGlobal Partners LLC
Scrap Book #22.	Visual Material	VAu000983189	2/20/2008	GMJ Designs	GeoGlobal Partners LLC
Water Gardening #3.	Visual Material	VAu000978050	5/27/2008	GMJ Designs	GeoGlobal Partners LLC
Water Gardening #4.	Visual Material	VAu001023904	9/5/2008	GMJ Designs	GeoGlobal Partners LLC
Water Gardening #5.	Visual Material	VAu001002887	11/7/2008	GMJ Designs	GeoGlobal Partners LLC
Water Gardening #6.	Visual Material	VAu001016582	4/21/2009	GMJ Designs	GeoGlobal Partners LLC
Scrap Book #23 Total Pond	Labels & Artwork	VAu 1-113-657	3/9/2012	GMJ Design Group, LLC	GeoGlobal Partners LLC
Scrap Book #24 Pond Boss	Labels & Artwork	VAu 1-113-453	3/9/2012	GMJ Design Group, LLC	GeoGlobal Partners LLC
Scrap Book #25 Smart Pond	Labels & Artwork	VAu 1-113-459	3/9/2012	GMJ Design Group, LLC	GeoGlobal Partners LLC
Scrap Book #26 Water Garden Photographs	Water Garden Photographs	VAu 1-113-456	3/9/2012	GMJ Design Group, LLC	GeoGlobal Partners LLC

PATENTS

Title	Country	Status	App. No.	Filing Date	Patent No./ Pub. No	Issue Date/ Pub. Date
Submersible pump with UV sterilization device	United States	Pending	12098421	4/5/2008	7,902,522	3/8/2011

TRADEMARK APPLICATIONS AND REGISTRATIONS:

Country	Status	Trademark	Image	Application Number	Registration Number
United States	Registered	GREEN STOP	n/a	85976622	4151813
United States	Published (Pending)	GREEN STOP	n/a	85147764	n/a
United States	Pending	POND RESCUE	n/a	85462265	n/a
United States	Registered Supplemental Register	PUMPSHIELD	n/a	85143041	3960163

Country	Status	Trademark	Image	Application Number	Registration Number
United States	Registered	REVOLUTION PUMP	n/a	77750266	4056718
United States	Registered	BIG MOUTH	n/a	77915947	3881509
United States	Published (Pending)	FOUNTAIN RESCUE	n/a	85462247	n/a
United States	Pending	YARD RESCUE	n/a	85462281	n/a

Domain Names:

Domain Name
aquaponicpumps.com
bestpondproduct.com
bestpondproducts.com
buildingagardenpond.com
buildingawatergarden.com
clearuv.com
containerfountaingarden.com
devouralgae.com
devouralgae.info
devouralgae.net
devouralgae.org
ecogardenpond.com
epdmliners.com
epdmliners.net
epdmliners.org
gardeniquedecor.com
gardenpondstores.com
geoglobalpartners.biz
geoglobalpartners.net
geoglobalpartners.org
ggpus.com
ggp-us.com
ggpus.net
ggp-us.net
ggpus.org
ggp-us.org
gmjdesign.com
gmj-design.com
gmjstore.com

marketing-ggp.com
onlinepondsupplies.com
outdoorfountainkit.com
outdoorfountainkits.com
patiobargains.com
patiobargains.net
patiobasics.com
pond123.com
pondalgaesupply.com
pondbasics.net
pondbasics.us
pondbossfilter.com
pondbossfilter.info
pondbossfilter.net
pondbossfilter.org
pondbossfilters.com
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pondbossfilters.net
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pondbossuvfilter.com
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pondbossuvfilter.org
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pondbossuvfilters.net
pondbossuvfilters.org
pondbuildingdepot.com
pondcloseouts.com
pondfilterreviews.com
pondfiltersupply.com
pondfountainsupply.com
pondgardendesign.com
pondgardendiscount.com
pondgardenforum.com
pondgardenpictures.com
pondlinerreviews.com
pondlinersupply.com
pondplanet.co
pondplanet.info

pondplanet.net
pondplanet.org
pondplanet.tv
pondplanet.us
pondplanetusa.com
pondplantreviews.com
pondplantsupplies.com
pondplantsupply.com
pondpumpreviews.com
pondpumpsupplies.com
pondpumpsupply.com
pondquestion.com
pondquestions.com
pondreview.com
pondskin.com
pondskins.com
pondsupplieshop.com
pondtreatmentreviews.com
pondtubingreviews.com
pondwinterization.com
pumpforpond.com
pumpforponds.com
pumpsforpond.com
royalpumps.com
smart-pond.net
smart-pond.org
smartpondnaturals.com
smart-pump.com
stopthegreen.com
thepondboss.co
thepondboss.net
thepondboss.org
thepondkeeper.com
thepondprojects.com
thepondreview.com
thepondsociety.com
thepondsociety.info
thepondsociety.net
thepondsociety.org
thepondsupplies.com

thepondsupply.com
totalapproachtowatergardening.com
totalpond.co
totalpond.com
total-pond.com
totalpond.im
totalpond.in
total-pond.info
totalpond.net
total-pond.net
totalpond.org
total-pond.org
totalpond.tv
totalpond.us
totalpondsociety.com
totalpondsociety.org
watergardenindoor.com
watergardeninghelp.com
watergardenmarket.com
wikiwatergarden.com
yardbasics.com
zoopermart.com