

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Water-Jel Technologies, L.L.C.		05/16/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brookside Mezzanine Fund III, L.P., as collateral agent		
<b>Street Address:</b>	201 Tresser Blvd., Suite 330		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4339452		
<b>Registration Number:</b>	3942248	RADIADERM SYSTEM	
<b>Registration Number:</b>	3946223	RADIADERM	
<b>Registration Number:</b>	3938460	R2 A WATER-JEL PRODUCT	
<b>Registration Number:</b>	3938459	R1 A WATER-JEL PRODUCT	
<b>Registration Number:</b>	3187741	BURN STOP	
<b>Registration Number:</b>	2567184	BURN JEL	
<b>Registration Number:</b>	3080044	STERIL-EYES	
<b>Registration Number:</b>	3107341	WATER-JEL MUSCLE JEL	
<b>Registration Number:</b>	2987093	COOL JEL	
<b>Registration Number:</b>	2796994	WATER JEL SURESTICK	
<b>Registration Number:</b>	1854013	UNBURN	
<b>Registration Number:</b>	1762382	WATER-JEL BURN JEL	
<b>Registration Number:</b>	1958221		
<b>Registration Number:</b>	1186537		
<b>Registration Number:</b>	1394610		
<b>Registration Number:</b>	1392078	WATER-JEL	
<b>Registration Number:</b>	1185594	WATER JEL	
<b>Registration Number:</b>	1177931	WATER-JEL	
<b>TRADEMARK</b>			

OP \$515.00 4339452

Property Type	Number	Word Mark
Registration Number:	1429819	WATER-JEL

**CORRESPONDENCE DATA**

**Fax Number:** 8602758299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 860-275-8285  
**Email:** jscheib@rc.com  
**Correspondent Name:** Jacqueline P. Scheib  
**Address Line 1:** 280 Trumbull Street  
**Address Line 2:** Robinson & Cole LLP  
**Address Line 4:** Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/
<b>DATE SIGNED:</b>	05/22/2014

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of May 16, 2014, by and between **WATER-JEL TECHNOLOGIES, L.L.C.**, a New Jersey limited liability company (“Debtor”), and **BROOKSIDE MEZZANINE FUND III, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the “Collateral Agent”) for itself and for the Lenders.

Debtor and Collateral Agent hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“Commercial Tort Claims” shall have the meaning provided in the UCC.

“Credit Agreement” means that certain Credit Agreement dated as of the date hereof by and among Debtor, the other Credit Parties (as defined therein), the Lenders from time to time party thereto, and Collateral Agent, in its capacity as collateral agent, for the benefit of itself and the other Lenders, as amended, restated, supplemented or otherwise modified from time to time.

“PTO” means the United States Patent and Trademark Office.

“Security Agreement” means that certain Security Agreement dated as of the date hereof by and among Debtor, the other Credit Parties, and Collateral Agent, in its capacity as collateral agent, for the benefit of itself and the other Lenders, as amended, restated, supplemented or otherwise modified from time to time

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any

sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Debtor to the Collateral Agent under the Security Agreement, and as further security for the payment or performance in full of the Obligations, the Debtor hereby ratifies such security interest and grants to the Collateral Agent, for the benefit of itself and the other Lenders, a continuing security interest in and mortgage upon all of Debtor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such

time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement and the Security Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

**SECTION 3. Supplement to Security Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to Collateral Agent for the benefit of itself and the other Lenders under the Security Agreement or other security documents referred to therein. The rights and remedies of Collateral Agent and the other Lenders with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.**

Debtor represents and warrants to Collateral Agent and each other Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A attached hereto and made a part hereof.

**SECTION 5. Further Acts.**

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Collateral Agent may record this Agreement, an abstract thereof, or any other document describing Collateral Agent's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Collateral Agent. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral (other than a commercial tort claim for an amount not in excess of \$100,000), Debtor shall promptly notify Collateral Agent in a writing signed by Debtor of the brief details thereof and grant to Collateral Agent, for the benefit of itself and the other Lenders, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Collateral Agent.

**SECTION 6. Authorization to Supplement.**

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Collateral Agent unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

**SECTION 7. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Collateral Agent and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

**SECTION 8. Governing Law.**

**THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5- 1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE VALIDITY, PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

**SECTION 9. Entire Agreement; Amendment.**

This Agreement, the Credit Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto to the extent expressly provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.

**SECTION 10. 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 to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

**SECTION 11. Termination.**

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Debtor for liquidation or reorganization, should the Debtor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned. Subject to the foregoing reinstatement provisions, this Agreement shall terminate upon the Termination Date.

**SECTION 12. No Inconsistent Requirements.**

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. Severability.**

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

**SECTION 14. Notices.**

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

**THE NEXT PAGE IS THE SIGNATURE PAGE**



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**WATER-JEL TECHNOLOGIES, L.L.C.,**  
a New Jersey limited liability company

By: 

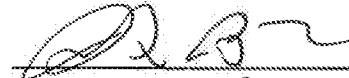
Name: Jim Hartnett

Title: Chief Executive Officer

**BROOKSIDE MEZZANINE FUND III, L.P.,**  
as Collateral Agent

By: Brookside Mezzanine Partners III, LLC  
Its General Partner

By:



Name: David Buttolph

Title: Managing Partner




*{Signature Page to Trademark Security Agreement}*

**TRADEMARK**  
**REEL: 005284 FRAME: 0977**

**SCHEDULE A**  
to  
Trademark Security Agreement

Debtor: Water-Jel Technologies, L.L.C.

Country	Company	Title	Reg. No.	Reg. Date
USA	Water-Jel Technologies, L.L.C.		4339452	May 21, 2013
USA	Water-Jel Technologies, L.L.C.	RADIADERM SYSTEM	3942248	April 5, 2011
USA	Water-Jel Technologies, L.L.C.	RADIADERM	3946223	April 12, 2011
USA	Water-Jel Technologies, L.L.C.	R2 A WATER-JEL PRODUCT	3938460	March 29, 2011
USA	Water-Jel Technologies, L.L.C.	R1 A WATER-JEL PRODUCT	3938459	March 29, 2011
USA	Water-Jel Technologies, L.L.C.	BURN STOP	3187741	December 19, 2006
USA	Water-Jel Technologies, L.L.C.	BURN JEL	2567184	May 7, 2002
USA	Water-Jel Technologies, L.L.C.	STERIL-EYES	3080044	April 11, 2006
USA	Water-Jel Technologies, L.L.C.	WATER-JEL MUSCLE JEL	3107341	June 20, 2006
USA	Water-Jel Technologies, L.L.C.	COOL JEL	2987093	August 23, 2005
USA	Water-Jel Technologies, L.L.C.	WATER JEL SURESTICK	2796994	December 23, 2003
USA	Water-Jel Technologies, L.L.C.	UNBURN	1854013	September 13, 1994
USA	Water-Jel Technologies, L.L.C.	WATER-JEL BURN JEL	1762382	April 6, 1993
USA	Water-Jel Technologies, L.L.C.		1958221	February 27, 1996

USA	Water-Jel Technologies, L.L.C.		1186537	January 19, 1982
USA	Water-Jel Technologies, L.L.C.		1394610	May 27, 1986
USA	Water-Jel Technologies, L.L.C.	WATER-JEL	1392078	May 6, 1986
USA	Water-Jel Technologies, L.L.C.	WATER JEL	1185594	January 12, 1982
USA	Water-Jel Technologies, L.L.C.	WATER-JEL	1177931	November 17, 1981
USA	Water-Jel Technologies, L.L.C.	WATER-JEL	1429819	February 24, 1987
USA	Water-Jet Technologies, L.L.C.		1394610	May 27, 1986
Australia	Water-Jel Technologies, L.L.C.	WATER-JEL	350293	-
Australia	Water-Jel Technologies, L.L.C.	WATER-JEL	443691	-
Australia	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME	A248542	-
BENE	Water-Jel Technologies, L.L.C.	WATER-JEL	387892	-
BRAZIL	Water-Jel Technologies, L.L.C.	WATER-JEL	815568509	-
BRAZIL	Water-Jel Technologies, L.L.C.	WATER-JEL	815554737	-
BRAZIL	Water-Jel Technologies, L.L.C.	WATER-JEL (and Design)	815568495	-
Canada	Water-Jel Technologies, L.L.C.	WATER-JEL	TMA401662	-
Canada	Water-Jel Technologies, L.L.C.	MEN FLAME BLANKET [design]	TMA285001	-
Canada	Water-Jel Technologies, L.L.C.	WATER JEL [design]	TMA283546	-
Canada	Water-Jel Technologies, L.L.C.	WATER-JEL	TMA262740	-
CTM	Water-Jel Technologies, L.L.C.	BURN JEL	002404820	-
DENMARK	Water-Jel Technologies, L.L.C.	WATER-JEL Device mark	08 315 1991	-

DENMARK	Water-Jel Technologies, L.L.C.	WATER-JEL & design	1992 08800	-
EGYPT	Water-Jel Technologies, L.L.C.	WATER-JEL	67989	-
EGYPT	Water-Jel Technologies, L.L.C.	WATER-JEL (and Design)	67990	-
EGYPT	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET	67988	-
FRANCE	Water-Jel Technologies, L.L.C.	WATER-JEL	1211680	-
Finland	Water-Jel Technologies, L.L.C.	WATER-JEL	121435	-
GERW	Water-Jel Technologies, L.L.C.	WATER-JEL	1050143	-
GREC	Water-Jel Technologies, L.L.C.	WATER-JEL	106110	-
GREC	Water-Jel Technologies, L.L.C.	WATER-JEL	78753	-
Hong Kong	Water-Jel Technologies, L.L.C.	WATER-JEL	199400912	-
Hong Kong	Water-Jel Technologies, L.L.C.	WATER-JEL	1994B04371	-
HUNG	Water-Jel Technologies, L.L.C.	WATER-JEL	173421	-
HUNG	Water-Jel Technologies, L.L.C.	BURN-JEL	170165	-
ICELAND	Water-Jel Technologies, L.L.C.	WATER-JEL	102/2002	-
ICELAND	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET design	526/2001	-
INDIA	Water-Jel Technologies, L.L.C.	WATER-JEL	434818B	-
INDIA	Water-Jel Technologies, L.L.C.	WATER-JEL	434819B	-
INDIA	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	434823-B	-
INDIA	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	434821-B	-
INDO	Water-Jel Technologies, L.L.C.	WATER-JEL	330766	-
INDO	Water-Jel Technologies, L.L.C.	WATER-JEL	332193	-
INDO	Water-Jel Technologies, L.L.C.	WATER-JEL	331823	-
INDO	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	331824	-
INDO	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	332854	-
INDO	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	332194	-

INDO	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET design	330909	-
INDO	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET design	332035	-
ISRAEL	Water-Jel Technologies, L.L.C.	WATER-JEL	59838	-
ISRAEL	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	59839	-
ISRAEL	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET	598842	-
ISRAEL	Water-Jel Technologies, L.L.C.	FIRE ROBE WATER-JEL AND DESIGN	74233	-
ISRAEL	Water-Jel Technologies, L.L.C.	FIRE ROBE	74232	-
Italy	Water-Jel Technologies, L.L.C.	WATER-JEL	403653	-
JAPAN	Water-Jel Technologies, L.L.C.	WATER-JEL	1960103	-
KORS	Water-Jel Technologies, L.L.C.	WATER-JEL and Design	152101	-
KORS	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET	158801	-
MAYS	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	86/04023	-
MAYS	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET	4024/86	-
MEXICO	Water-Jel Technologies, L.L.C.	WATER-JEL	455340	-
NORW	Water-Jel Technologies, L.L.C.	WATER-JEL	455340	-
PEUR	Water-Jel Technologies, L.L.C.	WATER-JEL	7773	-
PUER	Water-Jel Technologies, L.L.C.	WATER-JEL and Design	7772	-
PUER	Water-Jel Technologies, L.L.C.	WATER-JEL	30009	-
PEUR	Water-Jel Technologies, L.L.C.	WATER-JEL and Design	30010	-
PUER	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	7771	-
PUER	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET	7768	-
Switzerland	Water-Jel Technologies, L.L.C.	WATER-JEL	P-325699	-
SABA	Water-Jel Technologies, L.L.C.	WATER-JEL	030637	-
SAFR	Water-Jel Technologies, L.L.C.	WATER-JEL	91/2709	-
SAFR	Water-Jel Technologies, L.L.C.	WATER-JEL	91/2710	-

SAFR	Water-Jel Technologies, L.L.C.	WATER-JEL IN TEARDROP DESIGN	91/2711	-
SAFR	Water-Jel Technologies, L.L.C.	TWO FIGURES WITH FLAME & BLANKET	91/2712	-
SAUD	Water-Jel Technologies, L.L.C.	WATER-JEL	131/1	-
SING	Water-Jel Technologies, L.L.C.	WATER-JEL	73/58212	-
SING	Water-Jel Technologies, L.L.C.	WATER-JEL and Design	82/04417	-
SPAIN	Water-Jel Technologies, L.L.C.	WATER-JEL	1652899/9	-
SWEDEN	Water-Jel Technologies, L.L.C.	WATER-JEL	246498	-
THAI	Water-Jel Technologies, L.L.C.	WATER-JEL	175278	-
THAI	Water-Jel Technologies, L.L.C.	WATER-JEL & Design	175281	-
UK	Water-Jel Technologies, L.L.C.	WATER-JEL	1471486	-
UK	Water-Jel Technologies, L.L.C.	WATER-JEL	1471487	-
EU	Water-Jel Europe, LLP	R1	007442916	December 5, 2008
EU	Water-Jel Europe, LLP	R2	007442941	December 5, 2008