

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIOX Corporation		12/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Union Bay Capital Partners I, LLC		
Street Address:	1910 Fairview Avenue East, Suite 200		
Internal Address:	Attn: Kevin Barber - Managing Director		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3972112	THE SAFEST WATER IN THE WORLD	
Registration Number:	1805225	MIOX	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>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.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	374825-37		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	12/31/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is made as of December 30, 2014, by MIOX CORPORATION, a Delaware corporation (the "*Company*"), in favor of UNION BAY CAPITAL PARTNERS I, LLC (the "*Investor*"). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Investment Contract dated as of December 30, 2014 by and between the Company and the Investor (the "*Investment Contract*").

RECITALS

The Investor and the Company have executed the Investment Contract that provides for, among other things, the Investor to receive certain payments from the Company in consideration for its initial investment and the execution and delivery by the Company of this Agreement for the purpose of granting the Investor a security interest in the IP Collateral (as defined below).

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 Transaction Documents and all other agreements now existing or hereafter arising between the Company and the Investor, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Transaction Documents, the Company grants and pledges to the Investor a security interest in all of the Company's right, title and interest in, to and under its Collateral that constitutes intellectual property (including without limitation those registered 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 (the "*IP Collateral*").

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

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company 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.

THE COMPANY:

Address of the Company:

5601 Balloon Fiesta Parkway NE
Albuquerque, NM 87113

MIOX CORPORATION,
a Delaware corporation

By: _____

Title: _____

CRAIG BECHMAN
CEO

THE INVESTOR:

Address of the Investor:

1910 Fairview Avenue East, Suite 200
Seattle, WA 98102

Attn: Kevin Barber – Managing Director

UNION BAY CAPITAL PARTNERS I, LLC,
a Delaware limited liability company

By: Union Bay Capital Management, LLC
ITS: Manager

By: Columbia Pacific Advisors, LLC
ITS: Manager

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreements]

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THE COMPANY:

Address of the Company:

5601 Balloon Fiesta Parkway NE
Albuquerque, NM 87113

MIOX CORPORATION,
a Delaware corporation

By: _____

Title: _____

THE INVESTOR:

Address of the Investor:

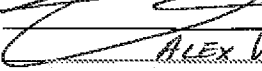
1910 Fairview Avenue East, Suite 200
Seattle, WA 98102

Attn: Kevin Barber – Managing Director

UNION BAY CAPITAL PARTNERS I, LLC,
a Delaware limited liability company

By: Union Bay Capital Management, LLC
ITS: Manager

By: Columbia Pacific Advisors, LLC
ITS: Manager

By: 
Name: ALEX WASHBURN
Title: MANAGER

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
MIOX On-Site Generation Process Flow.	TX0007298966	08/10/2010
MIOX Product Guide.	TX0007298967	08/10/2010
Rio and Vault Presentation.	TX0007298970	08/10/2010
Rio Series On-Site Generator M1-M5 H1-H5 Installation, Operation, and Maintenance Manual.	TX0007299014	08/10/2010
Vault Benefits.	TX0007298961	08/10/2010
Vault Series On-Site Generator Installation, Operation, and Maintenance Manual.	TX0007299011	08/10/2010

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
IMPROVED METHOD AND APPRATUS FOR REMOVING ORGANIC CONTAMINANTS	5308507	05/03/1994
ELECTROLYTIC CELL FOR GENERATING STERILIZATION SOLUTIONS HAVING INCREASED OZONE CONTENT	5316740	05/31/1994
PORTABLE WATER DISINFECTION SYSTEM	6261464	07/17/2001
PORTABLE WATER DISINFECTION SYSTEM	6524475	05/24/2000
PORTABLE HYDRATION SYSTEM	6558537	05/06/2003
PORTABLE WATER DISINFECTION SYSTEM	6736966	05/18/2004
GAS DRIVE ELECTROLYTIC CELL	7005075	02/28/2006
ELECTROLYTIC CELL FOR SURFACE AND POINT OF USE DISINFECTION	7008523	03/07/2006
PUMPS FOR FILTRATION SYSTEMS	7244357	07/17/2007
DUAL HEAD PUMP DRIVEN FILTRATION SYSTEM	7297268	11/20/2007
FILTRATION MEMBRANE AND METHOD OF MAKING SAME	7311831	12/25/2007
METHOD AND APPARATUS FOR SCALE AND BIOFILM CONTROL	7326330	02/05/2008
CARBONATE SCALE DETECTOR	7482591	01/27/2009
GAS DRIVE ELECTROLYTIC CELL	7740749	06/22/2010
ELECTROLYTIC CELL FOR GENERATING STERLIZATION SOLUTIONS HAVING INCREASED OZONE CONTENT	RE36972	11/28/2000
SCENTED ELECTROLYSIS PRODUCT	US20060037869	02/23/2006
DEVICE AND METHOD FOR INSTRUMENT STERIALIZATION	US20060137973	06/29/2006
ELECTROLYTIC CELL FOR SURFACE AND POINT OF USE DISINFECTION	US20060157343	07/20/2006
ELECTROLYTIC METHOD AND CELL FOR STERILIZING WATER	4761208	08/02/1988
ELECTROLYTIC CELL FOR GENERATING STERILIZATION SOLUTIONS HAVING INCREASED OZONE CONTENT	5385711	01/31/1995
LOW MAINTENANCE ON-SITE GENERATOR	7922890	04/12/2011
INTERNAL FLOW CONTROL IN ELECTROLYTIC CELLS	7955481	06/07/2011
WATER PURIFICATION SYSTEM	US20080116146	05/22/2008
METHOD AND APPARATUS FOR SCALE AND BIOFILM CONTROL	US20080156658	07/03/2008
CARBONATE SCALE DETECTOR	US20080259338	10/23/2008
ELECTROLYTIC PURIFIER	US20090205972	08/20/2009
ELECTROLYTIC CELL WITH GAS DRIVEN PUMPING	US20090283417	11/19/2009
REVERSE POLARITY CLEANING AND ELECTRONIC FLOW CONTROL SYSTEMS FOR LOW INTERVENTION ELECTROLYTIC CHEMICAL GENERATORS	US20090229992	09/17/2009

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
ELECTROLYTIC ON-SITE GENERATOR	US20120048741	03/01/2012
ELECTROCHEMICAL GENERATION OF QUATERNARY AMMONIUM COMPOUNDS	US20120228149	09/13/2012
ORGANIC CONTAMINANT DESTRUCTION USING CHLORINE OR MIXED OXIDANT SOLUTION AND ULTRAVIOLET LIGHT	US20120298592	11/29/2012
WASTE TO PRODUCT ON SITE GENERATOR	US20130248375	09/26/2013
TRANSFORMERLESS ON-SITE GENERATION	US20140097093	04/10/2014
ELECTROLYTIC ON-SITE GENERATOR	US20140124378	05/08/2014
MEMBRANE CYCLE CLEANING	US20090145773	06/11/2009
LOW MAINTENANCE ON-SITE GENERATOR	US20080237054	10/02/2008
INTERNAL FLOW CONTROL IN ELECTROLYTIC CELLS	US20080164152	07/10/2008
GAS DRIVE ELECTROLYTIC CELL	US20060157342	07/20/2006
CARBONATE SCALE DETECTOR	US20060060787	03/23/2006
GAS DRIVE ELECTROLYTIC CELL	US20040226873	11/18/2004
ELECTROLYTIC CELL FOR SURFACE AND POINT OF USE DISINFECTION	US20040211676	10/28/2004
DUAL HEAD PUMP DRIVEN FILTRATION SYSTEM	US20040178145	09/16/2004
PUMPS FOR FILTRATION SYSTEMS	US20040173528	09/09/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
THE SAFEST WATER IN THE WORLD	3972112	05/31/2011
MIOX	1805225	11/16/1993