

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookside Mezzanine Fund III, L.P.		06/01/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Water-Jel Technologies, L.L.C.
Street Address:	50 Broad Street
City:	Carlstadt
State/Country:	NEW JERSEY
Postal Code:	07072
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4339452	
Registration Number:	3942248	RADIADERM SYSTEM
Registration Number:	3946223	RADIADERM
Registration Number:	3938460	R2 A WATER-JEL PRODUCT
Registration Number:	3938459	R1 A WATER-JEL PRODUCT
Registration Number:	3187741	BURN STOP
Registration Number:	2567184	BURN JEL
Registration Number:	3080044	STERIL-EYES
Registration Number:	3107341	WATER-JEL MUSCLE JEL
Registration Number:	2987093	COOL JEL
Registration Number:	2796994	WATER JEL SURESTICK
Registration Number:	1854013	UNBURN
Registration Number:	1762382	WATER-JEL BURN JEL
Registration Number:	1958221	
Registration Number:	1186537	
Registration Number:	1394610	
Registration Number:	1392078	WATER-JEL
Registration Number:	1185594	WATER JEL
Registration Number:	1177931	WATER-JEL

TRADEMARK

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

CORRESPONDENCE DATA

Fax Number: 7322246599

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: 732-741-3900

Email: pconvery@ghclaw.com

Correspondent Name: Patrick S. Convery

Address Line 1: 125 Half Mile Road

Address Line 4: Red Bank, NEW JERSEY 07701

ATTORNEY DOCKET NUMBER:	20179-0001
NAME OF SUBMITTER:	Patrick S. Convery
SIGNATURE:	/Patrick S. Convery/
DATE SIGNED:	06/03/2016

Total Attachments: 17

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Brookside Mezzanine Fund III, L.P.
201 Tresser Boulevard, Suite 330
Stamford, CT 06901

June 1, 2016

Water-Jel Technologies, L.L.C.
50 Broad Street
Carlstadt, NJ 07072
Attention: Chief Executive Officer

New Canaan Funding
21 Locust Ave., Suite 1C
New Canaan, CT 06840
Attention: Mark Thies

Re: Payoff of obligations with respect to the Credit Agreement (as defined below)

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement, dated as of May 16, 2014 (as amended, restated, supplemented or otherwise modified to the date hereof, the “**Credit Agreement**”), by and among Water-Jel Technologies, L.L.C. (the “**Borrower**”), Water-Jel Holding Company (“**Holdings**”), Water-Jel Europe, LLP (the “**UK Subsidiary**” and, together with the Borrower and Holdings, the “**Credit Parties**”) and Brookside Mezzanine Fund III, L.P., as Collateral Agent and lender (“**Brookside**”). Capitalized terms used in this letter and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Please be advised of the following (the “**Payoff Amount**”), which constitutes all outstanding Obligations owed under the Credit Agreement or the other Loan Documents by any of the Credit Parties as of June 1, 2016 (the “**Loan Repayment Date**”) other than potential indemnification and expense reimbursement obligations related thereto and other provisions set forth in the Loan Documents which by their terms expressly survive termination of the Credit Agreement and payment in full of the Obligations (collectively, the “**Contingent Obligations**”) (and by execution hereof, each of the Borrower, Holdings and the UK Subsidiary, on behalf of itself and each other Credit Party, acknowledges, confirms and reaffirms such survival):

Loans

Principal Balance	\$8,500,000.00
Interest	\$77,916.66
Payoff Amount:	\$8,577,916.66
Total Per Diem:	\$2,597.22

For the avoidance of doubt, Brookside has waived the requirement that the Borrower pay the Prepayment Premium that would otherwise be payable in connection with the repayment of the outstanding principal amount of the Loans.

The Payoff Amount assumes receipt by Brookside of the Payoff Amount as set forth above in immediately available funds (denominated in Dollars) and in accordance with the wire instructions set forth below (the “**Wire Instructions**”) by no later than 3:00 p.m. Connecticut time on the Loan Repayment Date (the “**Payoff Time**”). If the Payoff Amount is received by Brookside after the Payoff Time, then a per diem amount equal to the amount identified as the “Total Per Diem” in the table above (the “**Per Diem Amount**”) will be added for such day and each succeeding day Brookside does not receive payment of the Payoff Amount and Per Diem Amount in accordance with the applicable Wire Instructions by 3:00 p.m. Connecticut time.

It is acknowledged and agreed that \$4,500,000 of the Payoff Amount is being provided by Brookside as a part of, and simultaneously with, the refinancing of the Obligations pursuant to a certain Subordinated Loan Agreement dated as of June 1, 2016 by and between Brookside and Water-Jel Technologies Holding Co., LLC and certain Exhibits and other documents referenced therein (the “**Refinancing**”). Notwithstanding anything to the contrary set forth in this letter, immediately upon the closing of the Refinancing, such \$4,500,000 of the Payoff Amount will be noted on the books of Brookside as having been paid and will be deemed, for all purposes of this letter, to have been received by Brookside in accordance with the Wire Instructions.

Upon (i) receipt by Brookside of an executed counterpart of this letter by the Borrower, Holdings, and the UK Subsidiary, and (ii) receipt by Brookside of the Payoff Amount and, if applicable, the accrued Per Diem Amount, in accordance with the applicable Wire Instructions:

(A) all (i) security interests, mortgages, liens, pledges and other encumbrances in favor of Brookside in the Collateral or any other assets, property and rights of any Credit Party, and (ii) guarantees made pursuant to the Loan Documents, shall immediately and automatically terminate without any further action required by Brookside or any Credit Party. Brookside hereby agrees to promptly deliver to the Borrower or its designees (at Credit Parties’ expense) all possessory collateral that was delivered to Brookside by any of the Credit Parties (or provide lost certificate affidavits in form and substance reasonably satisfactory to the Borrower if originals of such possessory collateral cannot be located and returned);

(B) the Borrower (personally or through designees and at the Borrower’s expense) is hereby authorized to file the UCC termination statements in the form attached hereto as Exhibit A, and Brookside agrees to execute and deliver, without representation, warranty or recourse by or to Brookside, any lien release, mortgage releases, re-assignments of trademarks and copyrights, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release or terminate as of record, the security interests, and all other notices of security interests and liens previously filed by Brookside against any Credit Party or the Collateral (at the Credit Parties’ expense), each of which such releases and discharges the Borrower (personally or through designees and at the Borrower’s expense) is hereby authorized to file;

(C) the Credit Parties shall have no further obligations, indebtedness or liability of any kind to Brookside under the Credit Agreement or any of the other Loan Documents and all such agreements, documents and instruments shall be deemed immediately and automatically terminated (other than, in each case, the Contingent Obligations) and Brookside shall have no further obligations to any Credit Party under the Credit Agreement or the other Loan Documents other than those obligations that are set forth in this letter, all of which shall continue after the Loan Repayment Date; provided that nothing herein is intended or shall be deemed or construed to terminate (x) the Contingent Obligations, all of which shall continue after the Loan Repayment

Date or (y) claims that arise because Brookside is required by a court or similar body for any reason to disgorge any amounts paid over to Brookside by, or on behalf of, any Credit Party; and

(D) Brookside hereby agrees that it shall execute and deliver such additional documents and shall provide any additional information as the Credit Parties may reasonably require to carry out the terms of this letter, in each case at the Credit Parties' expense.

The Payoff Amount and, as applicable, the accrued Per Diem Amount, should be sent by wire transfer to Brookside to the following account in accordance with the following wire transfer instructions:

Bank Name:	First Republic Bank
ABA Routing #:	321081669
Account Number:	80001454439
Account Name:	Brookside Mezzanine Fund III, LP
Reference:	Water-Jel Payoff; Attn: Neil Shah

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon release by Brookside of its liens on and security interests in the Collateral and all other property and assets of the Borrower and other Credit Parties, and the termination of the Credit Agreement and the other Loan Documents, in each case pursuant to the terms hereof, each of the Borrower, Holdings and the UK Subsidiary, on behalf of itself and each other Credit Party, hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges Brookside and each of its past, present and future affiliates, equityholders, directors, managers, employees, agents, attorneys, predecessors, successors and assigns from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof (collectively, the "**Claims**") in connection with the transactions of the respective Credit Parties with Brookside under or in connection with the Credit Agreement or any of the other Loan Documents (excluding Brookside's obligations under this letter and any such Claims determined by a court of competent jurisdiction by final nonappealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of Brookside).

This letter shall terminate immediately and be of no further force or effect on June 3, 2016 if the Payoff Amount and the accrued Per Diem Amount are not received by Brookside and its counsel, as applicable, in accordance with the applicable Wire Instructions set forth above by 3:00 p.m. Connecticut time on such day (the "**Expiration Time**"). Upon such termination, the Borrower will be required to request and obtain a new payoff letter with respect to the Obligations.

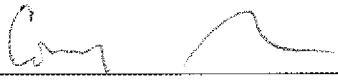
THIS LETTER SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Fax or electronic (by email delivery in .pdf format) signatures shall have the same force and effect as if original signatures had been delivered.

-Remainder of Page Intentionally Left Blank-

Very truly yours,

BROOKSIDE MEZZANINE FUND III, L.P.

**By: Brookside Mezzanine Partners III, LLC
Its General Partner**

By: 

Name: Corey L. Sclar

Title: Managing Partner

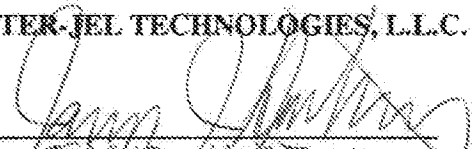
[Payoff Letter Signature Page]

**TRADEMARK
REEL: 005805 FRAME: 0440**

Acknowledged and agreed to as of the date first written above:


BORROWER:

WATER-JEL TECHNOLOGIES, L.L.C.

By: 
Name: JAMES HARTNETT
Title: MANAGER

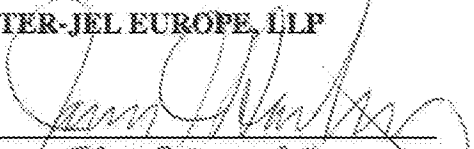
HOLDINGS:

WATER-JEL HOLDING COMPANY

By: 
Name: JAMES HARTNETT
Title: MANAGER

UK SUBSIDIARY:

WATER-JEL EUROPE, LLP

By: 
Name: JAMES HARTNETT
Title: MANAGER

[Payoff Letter Signature Page]

EXHIBIT A

UCC-3 Termination Statements

(see attached)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Sharon S Spinelli (860) 275-8200	
B. E-MAIL CONTACT AT FILER (optional) sspinelli@rc.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2014043871 05/16/2014

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Brookside Mezzanine Fund III, L.P., as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
To be filed with District of Columbia Recorder of Deeds

F#520486
A#725345

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Sharon S Spinelli (860) 275-8200	
B. E-MAIL CONTACT AT FILER (optional) sspinelli@rc.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20141949551 5/16/2014

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

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For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

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7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Brookside Mezzanine Fund III, L.P., as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
Filed w/ DE-SOS; Debtor: Water-Jel Holding Company

F#520484
A#725343

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Sharon S Spinelli (860) 275-8200	
B. E-MAIL CONTACT AT FILER (optional) sspinelli@rc.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
26545257 05/19/2014

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
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6a. ORGANIZATION'S NAME

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7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Brookside Mezzanine Fund III, L.P., as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
To be filed with New Jersey Dept. of Treasury Division of Revenue

F#520485
A#725344

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (the “**Release**”) is made and effective as of June 1, 2016 and granted by Brookside Mezzanine Fund III, L.P., as Collateral Agent, a Delaware limited partnership located at 201 Tresser Blvd., Suite 330, Stamford, CT 06901 (the “**Secured Party**”), in favor of Water-Jel Technologies, L.L.C., a New Jersey limited liability company located at 50 Broad Street, Carlstadt, NJ 07072 (the “**Grantor**”).

WHEREAS, the parties entered into a Trademark Security Agreement (the “**Security Agreement**”) dated May 16, 2014, which was recorded with the United States Patent and Trademark Office on May 22, 2014 at Reel/Frame 5284/0968;

WHEREAS, the Grantor collaterally assigned to the Secured Party a security interest in all of Grantor’s right, title and interest in, to and under the trademarks identified in Schedule A attached hereto (the “**Intellectual Property**”); and

WHEREAS, the Secured Party has agreed to release such Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

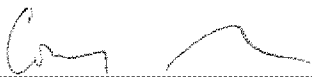
1. Release of Security Interest. Secured Party hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have in, or to the Intellectual Property.
2. Further Assurances. Secured Party agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
3. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[next page is the signature page]


IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


BROOKSIDE MEZZANINE FUND III, L.P.

By: Brookside Mezzanine Partners III, LLC
Its General Partner

By: 
Name: Corey L. Sclar
Title: Managing Partner

SCHEDULE A

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

Country	Company	Title	Reg. No.	Reg. Date
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
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	-

Country	Company	Title	Reg. No.	Reg. Date
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	-

Country	Company	Title	Reg. No.	Reg. Date
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	-
PUER	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	-
PUER	Water-Jel Technologies, L.L.C.	WATER-JEL and Design	30010	-

Country	Company	Title	Reg. No.	Reg. Date
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