

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAGLE FUND III, LP		03/16/2018	Limited Partnership: MISSOURI
RECEIVING PARTY DATA			
Name:	Hydroworx International, Inc.		
Street Address:	1021 Old York Road, 3rd Fl		
City:	Abington		
State/Country:	PENNSYLVANIA		
Postal Code:	19001		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3474829	HYDROWORX	
Registration Number:	3474830	HYDROWORX	
Registration Number:	2761101	IT JUST WORX BETTER	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	03/22/2018		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of March 16, 2018 and granted by EAGLE FUND III, LP ("**Lender**"), in favor of HYDROWORX INTERNATIONAL, INC., a Pennsylvania corporation (the "**Grantor**").

WHEREAS, the Grantor pledged and granted to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has requested that Lender enter into this Release in order to effectuate, evidence and record the release by Lender of the security interest and any other right, title or interest Lender may have in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Lender hereby agrees as follows:

1. Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests or other rights that it has in any of the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Lender agrees, at the Grantor's expense, to take all further actions as reasonably requested, and provide to the Grantor and its 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 its

successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. **Governing Law.** 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 Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

EAGLE FUND III, LP, as Collateral Agent

By: **EAGLE FUND III PARTNERS, LLC**
Its: General Partner

By: 
Name: Benjamin M. Geis
Title: Director

Address for Notices:


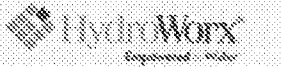


1 N. Brentwood Blvd.

Suite 1550

St. Louis, MO 63105

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application/ Registration Number	Application/ Registration Date	Country
HYDROWORX	3,474,829	Issued July 29, 2008	United States
	3,474,830	Issued July 29, 2008	United States
IT JUST WORX BETTER	2,761,101	Issued September 9, 2003	United States
EMPOWERED BY WATER 	Unregistered	N/A	N/A
THERMALPLUNGE 	Unregistered	N/A	N/A
POLARPLUNGE 	Unregistered	N/A	N/A
EMPOWERED BY WATER	5137411	Feb 7, 2017	United States