

08-15-2002

8-15-02

FORM PTO-1594
(Rev 5-93)



102191017

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): TRINITY SPRINGS, LTD.</p> <p>Individual(s) citizenship: 8-15-02</p> <p>Association:</p> <p>General Partnership:</p> <p>Limited Partnership:</p> <p>Corporation - State: IDAHO</p> <p>Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: LEVENSOHN CAPITAL ADVISORS, LLC, as Agent for Purchasers Address: 333 Bush Street, Suite 2580 City: San Francisco State: CA Zip: 94104</p> <p>Individual(s) citizenship:</p> <p>Association:</p> <p>General Partnership:</p> <p>Limited Partnership:</p> <p>Corporation - State:</p> <p>Other: LIMITED LIABILITY COMPANY</p>
<p>3. Nature of Conveyance:</p> <p>[] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: August 7, 2002</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No</p>

<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,386,414 2,388,352 2,258,066 1,839,569</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Dina Bishay-Andrawess Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue, Palo Alto, CA 94301-1833</p>	<p>6 Total number of applications and registrations involved: 4</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$115.00 [X] Enclosed [] Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dina Bishay-ANdrawess
Name of Person Signing

Dina Bishay-Andrawess
Signature

August 14, 2002
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

08/15/2002 TDIAZ1 00000089 2386414

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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2501641-1

TRADEMARK
REEL: 002562 FRAME: 0875

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of August 7, 2002, between LEVENSOHN CAPITAL ADVISORS LLC, as Agent for the Purchasers (as defined below) ("Agent"), and TRINITY SPRINGS LTD., an Idaho corporation ("Grantor").

RECITALS

A. Pursuant to the Note Purchase Agreement, dated as of the date hereof, by and among Grantor and the purchasers (the "Purchasers") listed on the Purchaser Schedule attached thereto (the "Purchase Agreement"; capitalized terms used herein without definition have the meanings assigned to them in the Purchase Agreement), Grantor shall sell and the Purchasers shall purchase convertible secured promissory notes (each, a "Note" and collectively, the "Notes").

B. Purchasers are willing to purchase the Notes, but only upon the condition, among others, that Grantor grants to Agent, for their benefit, a security interest in Grantor's copyrights, trademarks and patents to secure Grantor's obligations under the Notes and the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, which includes Grantor's copyrights, trademarks and patents.

NOW, THEREFORE, IT IS AGREED THAT:

AGREEMENT

To secure its obligations under the Notes and the Purchase Agreement, Grantor grants and pledges to Agent, for the Purchasers' benefit, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral (including those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including all proceeds thereof (such as, by way of example, 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 "Intellectual Property Collateral").

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

Grantor represents and warrants that Exhibits A, B, and C set forth all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate filings with the United States Patent and Trademark Office and the United States Copyright Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in the Intellectual Property Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in the Intellectual Property Collateral.


Grantor irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks in which Grantor no longer has or claims any right, title or interest, and (ii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Agent or a third party to the extent permitted under the California Uniform Commercial Code.

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

Address of Grantor:
200 South Main Street
Box 8810
Ketchum, ID 83340
Attn: Mr. Ron Lloyd

GRANTOR:

TRINITY SPRINGS LTD.

By: 
Title: CEO

Address of Agent:
333 Bush Street, Suite 2580
San Francisco, CA 94104
Attn: Mr. Pascal Levensohn

AGENT:

LEVENSOHN CAPITAL ADVISORS LLC

By: _____
Title: _____

Grantor irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks in which Grantor no longer has or claims any right, title or interest, and (ii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Agent or a third party to the extent permitted under the California Uniform Commercial Code.

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GRANTOR:

Address of Grantor:

200 South Main Street
Box 8810
Ketchum, ID 83340

Attn: Mr. Ron Lloyd

TRINITY SPRINGS LTD.

By: _____

Title: _____

AGENT:

Address of Agent:

333 Bush Street, Suite 2580
San Francisco, CA 94104

Attn: Mr. Pascal Levensohn

LEVENSOHN CAPITAL ADVISORS LLC

By: 

Title: Managing Member

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Direct from Paradise	2,386,414	9/12/00
Source Matters	2,388,352	9/19/00
Trinity	2,258,066	6/29/99
Trinity Springs	1,839,569	6/14/94