

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Wave Products Group, LLC		04/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonehenge Capital Fund New York, LLC		
Street Address:	152 West 57th Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3840589	COMPLETE RX CUP	
Registration Number:	3807974	FIRST CRUSH	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	585-419-8636		
Email:	harrisbeachip@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	259870		
NAME OF SUBMITTER:	Neal L. Slifkin		

CH \$65.00 3840589

Signature:	/Neal L. Slifkin/
Date:	04/26/2012
Total Attachments: 9 source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page1.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page2.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page3.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page4.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page5.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page6.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page7.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page8.tif source=Security Agreement - First Wave Products to Stonehenge Capital Fund#page9.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of April 19, 2012 in favor of STONEHENGE CAPITAL FUND NEW YORK, LLC ("*Agent*"), a Delaware limited liability company, as Agent for and on behalf of the Investors described in the Investment Agreement described below (with Agent and such Investors collectively and individually, the "*Investor*") by FIRST WAVE PRODUCTS GROUP, LLC, a limited liability company formed under the laws of the State of Delaware ("*Grantor*").

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Investment Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "*UCC*") as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

(a) "*Collateral*" means all Collateral as defined in the UCC and includes all assets and personal property of any kind or nature including all accounts, cash, chattel paper (including electronic chattel paper and tangible chattel paper), securities (whether certificated or uncertificated), deposit accounts, documents, books and records, equipment, financial assets, fixtures, general intangibles, goods, instruments, inventory, investment property, letter-of-credit rights, letters of credit, promissory notes, securities accounts, security entitlements, software, supporting obligations, vehicles, leasehold improvements, goodwill, insurance policies and proceeds thereof, and intellectual property (including among others operating systems, patents, copyrights, trademarks, tradenames, licenses, trade secrets, know-how, franchises, and proprietary and other rights in data, engineering, technical plans, drawings, information, methods, systems, processes, inventions, formulas, applications, software, programs, manuals, and technology, and all other technology and proprietary rights of Grantor and all applications to acquire such rights, and in all rights and interests in any of them unless the same are licensed or leased pursuant to an agreement that prohibits the granting of a security interest in or similar assignment of the same), of any kind or nature in which the Grantor has an interest now or in the future, and which are now existing or hereafter created or acquired, together with all additions, replacements, accessions, products, and proceeds in any form thereof.

(b) "*Investment Agreement*" means the Investment Agreement among the Grantor, the Agent, the Investors, and First Wave Technologies, Inc., dated on or about the date hereof, as the same may be modified, extended, or replaced from time to time.

(c) "*Investors*" means the Investors described in the Investment Agreement.

(d) "*Liabilities*" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor to Investor (including without limitation all sums expended by the Investor for protection of its interests such as payments made for taxes, insurance, and expenses of collection) under the Senior Term Notes.

2. Security Interest. The Grantor hereby grants to the Agent for the benefit of the Investors a security interest in the Collateral to secure the payment and performance of the Liabilities. This security interest is specifically intended to be a continuing interest and shall cover Collateral in which the Grantor acquires an interest after the date of this Agreement as well as Collateral in which the Grantor now has an interest. This security interest shall continue until terminated as described in this Agreement even if all Liabilities are paid in full from time to time. The Investor shall have the right to apply the Collateral and any proceeds therefrom to all or any part of the Liabilities as and in the order the Investor may elect, whether such Liabilities are otherwise secured.

3. Locations Of Grantor And Collateral. The chief executive office of the Grantor is at 99 MedTech Drive, Suite 107, Batavia, NY 14020. All locations at which the Collateral will be kept or at which the Grantor does business are indicated on the Schedule A attached to and made a part of this Agreement. Grantor will notify the Agent immediately of any new or changed locations at which any of the Collateral is kept, of any changed location of its chief executive office, of any change in the name of the Grantor, and of any change in the jurisdiction in which the Grantor is registered. If any of the Collateral is or will be a fixture, Grantor will provide legal descriptions and the names of record owners of the premises to which the Collateral will be affixed sufficient for perfection of the security interests of the Agent. At the request of Agent, the Grantor will provide disclaimers of interest and removal agreements, in form satisfactory to the Agent, signed by all parties other than Grantor having an interest in premises at which any Collateral is located.

4. Lien Priority. Except for the security interest granted hereby, and as otherwise allowed by the Investment Agreement, (i) Grantor is the owner of the Collateral free from all liens, encumbrances, and security interests, (ii) Grantor will not sell or transfer the Collateral or any interest (including, without limitation, a security interest) therein, nor grant nor allow the imposition of any lien, security interest or encumbrance on, or assignment of, the Collateral unless consented to in writing by Secured Party, except for sales in the ordinary course of business for fair value and not prohibited by the Investment Agreement, and (iii) Grantor will defend the Collateral against the claims and demands of all persons (except for those persons who have a claim or lien permitted under the Investment Agreement), and will cause the immediate removal and termination of any levy, execution, judgment or other lien, or similar claim of third persons to the Collateral (except for those persons who have a claim or lien permitted under the Investment Agreement).

5. Perfection Of Security Interest. Grantor will execute and deliver to the Agent such financing statements, security agreements, assignments, and other documents as Agent may at any time reasonably request that are required to perfect or protect the security interest granted hereby. Grantor hereby authorizes the Agent to file financing statements from time to time as the Agent may deem necessary or desirable. If the Collateral is a motor vehicle required to be titled under applicable law, Grantor agrees that, upon request, the Agent's security interest will be recorded on the title certificates covering the Collateral, and will deliver such certificates or other evidence of ownership to the Agent, as the Agent requests. Grantor hereby appoints Agent

as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Agent's security interests in the Collateral. Grantor agrees to pay the costs of filing or perfection of the Agent's security interests, searches of the public records, and releases or assignments of the Agent's interests.

6. Use Of Collateral/Maintenance. Grantor will keep the Collateral in good order and repair except for normal wear and tear in the ordinary course of business. Grantor will not use the Collateral in violation of law or any policy of insurance thereon. The Investor or its nominees may inspect the Collateral and Grantor's records regarding the same at any reasonable time, wherever located, and may make extracts therefrom and copies thereof.

7. Taxes. Except as otherwise permitted by the Investment Agreement, Grantor will pay promptly, when due, all taxes and assessments upon the Collateral or its use or operation, or upon this Agreement.

8. Insurance.

(a) Grantor at all times will keep the Collateral insured in such amounts, with such insurance companies chosen by Grantor, and against such risks, all as are reasonably satisfactory to the Agent. All insurance policies shall name Agent as additional insured and shall provide for losses covered thereby to be payable to Agent and Grantor as their respective interests may appear. All policies of insurance shall provide for not less than thirty (30) days' prior notice of cancellation to the Agent. Grantor will deliver evidence of required insurance to the Agent upon its request and in any event at least annually.

(b) Grantor will notify insurer and Agent in the event of any loss, damage, or other casualty affecting any material portion of the Collateral. Grantor hereby assigns to the Agent any and all monies which may become due and payable under any policy insuring the Collateral, directs any such insurance company to make payments directly to the Agent, and authorizes the Investor to apply such monies in payment on account of the Liabilities, whether or not due, and to remit any surplus to Grantor; provided, however, that Agent will make available to Grantor such insurance proceeds to repair or replace Collateral provided that no Event of Default has occurred and that Grantor has provided evidence satisfactory to the Agent that such proceeds together with any necessary additional funds from sources acceptable to the Agent are available for such repair or replacement and that such repair or replacement can be accomplished within a reasonable period of time and without unreasonable disruption of the Grantor's business or operations unless such disruption is covered by business interruption insurance. After an Event of Default, Grantor hereby irrevocably appoints the Agent as its attorney in fact, with full power of substitution, to (i) make and adjust claims, (ii) receive all proceeds and payments including the return of unearned premiums, (iii) execute proofs of claim, (iv) endorse drafts and other instruments for the payment of money, (v) execute releases, (vi) negotiate settlements, (vii) cancel any insurance referred to in this contract, and (viii) do all other things necessary and required to effect a settlement under or to realize the benefits of any insurance policy.

9. Protection Of Agent's Interest. Seven or more days after the day the Agent mails the Grantor notice, upon failure of the Grantor to (i) remove liens or interests prohibited by Section 4 of this Agreement, (ii) comply with obligations to maintain Collateral pursuant to Section 6 of this Agreement, (iii) pay taxes or assessments as required by Section 7 of this Agreement, or (iv) provide evidence satisfactory to the Agent of insurance as required by Section 8 of this Agreement, the Agent in its discretion may discharge any such liens or interests, pay taxes or assessments, and obtain insurance coverage on the Collateral. The Agent also may pay any reasonable costs of perfection, searches, releases, or assignments pursuant to Section 5 of this Agreement. Grantor agrees to reimburse the Agent on demand for any and all expenditures so made, and until paid the amount thereof also shall be part of the Liabilities secured by the Collateral. Investor shall have no obligation to Grantor to make any such expenditures nor shall the making thereof relieve any default hereunder.

10. Grantor's Covenants. So long as this Agreement remains in effect

(a) Grantor will: (i) furnish Agent at such intervals as Agent may prescribe with a certificate (in such form as Agent may from time to time specify) containing such information with respect to the Collateral as Agent may reasonably require, including, without limitation, inventory listings and account agings; and (ii) keep accurate and complete records of the Collateral in accordance with generally accepted accounting principles consistently applied.

(b) If requested by the Agent, Grantor will: (i) mark its records evidencing the Collateral in a manner satisfactory to the Agent so as to indicate the security interest of the Agent hereunder; (ii) deliver to the Agent to hold pursuant hereto any chattel paper, instruments, certificated securities, promissory notes, or other documents representing or relating to any of the Collateral; (iii) promptly reflect in its books, records, and reports to the Agent any claims made in regard to any Collateral; (iv) cause to be delivered to the Agent a control agreement covering any Collateral for which such an agreement is necessary for perfection of Agent's interest, (v) immediately notify the Agent if any of the Collateral arises out of contracts for the improvement of real property, deals with a public improvement or is with the United States, any state, or any department, agency or instrumentality thereof, and execute any instruments and take any steps required by the Agent so that all moneys due or to become due under any such contract shall be assigned to the Agent and notice thereof be given as required by law; and (vi) fully cooperate with the Agent in the exercising of its rights and methods for verification of the Collateral.

11. Default. The following events or conditions shall be an "Event of Default" under this Agreement: (a) any Event of Default under the Investment Agreement, or (b) loss, theft, material damage or destruction of a material portion of the Collateral.

12. Remedies.

(a) Upon the occurrence of an Event of Default, the Agent may declare all of the Liabilities to be immediately due and payable and the Agent shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York as

amended from time to time in any jurisdiction where enforcement of this Agreement is sought, in addition to all other rights and remedies at law or in equity. Among other remedies, the Agent may take immediate possession of the Collateral and for that purpose the Agent may, so far as Grantor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and secure or remove the same therefrom. Upon request of the Agent, Grantor will assemble and make the Collateral available to the Agent, at a reasonable place and time designated by the Agent. Grantor's failure to take possession of any Collateral at any time and place reasonably specified by the Agent in writing to the Grantor shall constitute an abandonment of such property. Grantor agrees that notice of the time and place of public sale of any of the Collateral or of the time after which any private sale thereof is to be made or of other disposition of the Collateral shall be deemed reasonable notice ten days after such notice is deposited in the mail or otherwise delivered to Grantor at the address shown in the preamble of this Agreement.

(b) In addition to its other rights, the Agent may but shall not be obligated to notify any parties which are obligated to pay Grantor any Collateral or proceeds thereof, to make all payments directly to the Agent. Grantor authorizes such parties to make such payments directly to the Agent and to rely on notice from the Agent without further inquiry. The Agent may demand and take all necessary or desirable steps to collect such Collateral in either its or Grantor's, name, with the right to enforce, compromise, settle, or discharge any of the foregoing. The Agent may endorse Grantor's name on any checks, commercial paper, instruments, and the like pertaining to the foregoing.

(c) The Investor shall not be responsible to Grantor for loss or damage resulting from the Investor's failure to enforce or collect any Collateral or any monies due or to become due under any Liability of Grantor to Investor. The Investor shall have no obligation to take, and Grantor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all prior parties to any Collateral, whether or not in Investor's possession.

(d) After an Event of Default, the Grantor (i) will make no material change in any account (or any contract underlying such account), chattel paper, or general intangible, and (ii) shall receive as the sole property of the Agent and hold in trust for the Agent all monies, checks, notes, drafts, and other property (collectively called "*items of payment*") representing the proceeds of any Collateral.

(e) After an Event of Default, the Agent may but shall be under no obligation to: (i) notify all appropriate parties that the Collateral, or any part thereof, has been assigned to the Agent; (ii) collect any or all accounts, chattel paper, promissory notes, or general intangibles in its or Grantor's name, and apply any such collections against such Liabilities as the Investor may select; (iii) take control of any cash, or any cash or non-cash proceeds of any item of the Collateral; (iv) compromise, extend or renew any account, chattel paper, general intangible, or document, or deal with the same as it may deem advisable; and (v) make exchanges, substitutions or surrender of items comprising the Collateral.

(f) After an Event of Default, Grantor (i) authorizes the Agent to, but the Agent shall be under no obligation to, notify postal authorities to deliver Grantor's mail to an address designated by the Agent (with any such notice to be controlling over any contrary notice provided by Grantor), (ii) authorizes the Agent to receive and open Grantor's mail, and to apply items of payment contained therein to the Liabilities; and (iii) acknowledges that the Investor shall have no liability of any kind or nature with respect to such mail or information contained therein or failure to take any action with respect thereto provided that the Agent forwards within five business days of receipt thereof such mail or copies thereof to any address which Grantor has designated in writing after the Event of Default for the receipt of same.

(g) The rights of the Investor are cumulative, and the Investor may enforce its rights under this Agreement irrespective of any other collateral, guaranty, right, or remedy it may have. The exercise of all or a part of its rights or remedies hereunder shall not prevent the Investor from exercising at the same or any other time any other right or remedy with respect to the Liabilities. The Grantor authorizes the Investor in its sole discretion to direct the order or manner of the disposition of the Collateral.

13. Protection Of Collateral. From the proceeds realized from the Collateral the Agent shall be entitled to retain all sums secured hereby as well as their reasonable expenses of collection including without limitation those of retaking, holding, safeguarding, accounting for, preparing for sale, selling, and reasonable attorneys' fees and legal expenses. If the proceeds realized from the Collateral are not sufficient to defray said expenses and to satisfy the balance due on the Liabilities, the Grantor shall remain liable for such expenses. Any payments or proceeds from realization on the Collateral may be applied to the Liabilities in whatever order or manner the Investor elect.

14. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This security interest shall continue in effect notwithstanding that from time to time no Liabilities may exist. This Agreement shall be terminated only (i) by a written agreement of the Agent, or (ii) upon written request of Grantor at such time as the Liabilities have been satisfied in full.

15. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Investor or by any officer or employee of the Investor, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Investor hereunder unless agreed by the Agent in writing. None of the rights and remedies of Investor hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Investor. No delay or omission on the part of the Investor in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Agent in writing.

16. Conflict With Investment Agreement. If any provision hereof expressly conflicts with any specific provision of the Investment Agreement, the terms of the Investment Agreement shall be controlling.

17. Laws. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

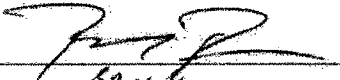
18. Parties In Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

19. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

20. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized officer as of the date first set forth above.

FIRST WAVE PRODUCTS GROUP, LLC

By: 
Name: Blair Brun
Title: CEO

SCHEDULE A TO SECURITY AGREEMENT

Grantor's Taxpayer Identification Number: 20-8546965

All of the locations at which the Collateral is located or the Grantor maintains a place of business, together with the record owners thereof, are listed below.

Address

99 MedTech Drive, Suite 107, Batavia, NY 14020

QES Solutions, Inc., 1547 Lyell Avenue, Rochester, NY 14606

Pro-Form Packaging, Inc., 777 North Avenue Extension, Dunellen, NJ 08812

SCHEDULE 5.13
(Patents and Trademarks)

PATENTS

Cup Patent

U.S. Patent 5,553,793

Pill Crusher with Pill Holder Verification and Safety Features

US Patent 7,735,763

Pill Crusher Device and Method

PCT Application #: PCT/US2010/023587

US National Patent Application #13/321,755

Automated Pill Crusher

US Patent 7,543,770

Cup for Pill Crushing

US Design Patent #D620,607

Crushing Bags and Methods for Use and Manufacture

PCT Application #: PCT/US2010/052153

TRADEMARKS

COMPLETE RX CUP (Reg #3,840,589) registration date 8/31/10, Intl Class 10

FIRST CRUSH (Reg #3,807,974) registered 6/22/10, Intl Class 10