

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
OMNI WATER SOLUTIONS, INC.		11/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	39200 West Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85671516	ULTRAZONE
Serial Number:	85671500	OCTOZONE
Serial Number:	85593304	HIPPO
Serial Number:	85576988	OMNI WATER SOLUTIONS

CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 OMNI WATER	TRADEMARK
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CH \$115.00 85671516

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/26/2012
Total Attachments: 5 source=Omni Water Solutions signed IPSA#page1.tif source=Omni Water Solutions signed IPSA#page2.tif source=Omni Water Solutions signed IPSA#page3.tif source=Omni Water Solutions signed IPSA#page4.tif source=Omni Water Solutions signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 8, 2012 by and between Comerica Bank ("Bank") and Omni Water Solutions, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those 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.

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

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

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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.

Address of Grantor:

4077 Commercial Center Drive
Austin, TX 78744
Attn: _____

GRANTOR:

OMNI WATER SOLUTIONS, INC., a Delaware Corporation

By: 

Printed Name: WARREN SUMNER

Title: CEO

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Printed Name: PAUL GERLING

Title: SENIOR VICE PRESIDENT

Signature Page To Intellectual Property Security Agreement

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EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Self-contained portable multi-mode water treatment system and methods	12/780837	5/14/10	n/a	n/a

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ULTRAZONE	85/671516	7/9/12	n/a	n/a
OCTOZONE	85/671500	7/9/12	n/a	n/a
HIPPO	85/593304	4/10/12	n/a	n/a
OMNI WATER SOLUTIONS	85/576988	3/22/12	n/a	n/a

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