

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
APTWATER, INC.		06/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TRUE NORTH VENTURE PARTNERS, L.P.
Street Address:	205 N. Michigan Ave.
Internal Address:	Suite 2930
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	3729033	THE PURE WATER AUTHORITY
Registration Number:	4214786	ARO-NITE
Registration Number:	4061866	APTWATER
Registration Number:	3845191	APTWATER
Registration Number:	3844997	APTWATER
Registration Number:	3411618	APPLIED
Registration Number:	3503810	PULSEOX
Registration Number:	3507232	HIPOX
Registration Number:	3447193	CLEAN WATER. NO WASTE.

CORRESPONDENCE DATA	
Fax Number:	2127352000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2127353000

CH \$240.00 3729033

Email: jselle@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	159490/1
NAME OF SUBMITTER:	Elaine Ziff
Signature:	/eziff/
Date:	06/24/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement**, dated as of June 14, 2013, by APTWATER, INC., a Delaware corporation (the "**Grantor**") in favor of TRUE NORTH VENTURE PARTNERS, L.P., a Delaware limited partnership (the "**Secured Party**").

WITNESSETH:

WHEREAS, the Grantor and the Secured Party are party to a Secured Note Exchange Agreement dated as of the date of this Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Exchange Agreement**") pursuant to which the Secured Party shall purchase the Notes (as defined in the Exchange Agreement) from the Grantor;

WHEREAS, the Grantor is party to a Security Agreement dated as of the date of this Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Exchange Agreement, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in and to all of the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) United States federally-registered trademarks of the Grantor listed on Schedule I attached hereto (the "**Trademarks**").

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Secured Party pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement dated as of the date of this Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), between the Grantor, the Secured Party, as Authorized Representative for the Exchange Notes Secured Parties (as defined therein) the Exchange Notes Secured Parties listed on the signature pages thereto, KPCB HOLDINGS, INC., as Authorized Representative for the Bridge Notes Secured Parties (as defined therein), and the Bridge Notes Secured Parties listed on the signature pages thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 11 thereof, the Secured Party shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first written above.

APTWATER, INC.

By: 

Name: John Kaestle

Title: Chief Executive Officer

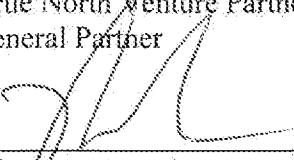
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005054 FRAME: 0779

Agreed to and Accepted:

TRUE NORTH VENTURE PARTNERS, L.P., as Secured Party,
By True North Venture Partners GP, LLC,
Its General Partner

By:


Name: Michael Ahearn
Title: Managing Member

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005054 FRAME: 0780

SCHEDULE 1

To

TRADEMARK SECURITY AGREEMENT

Trademarks

Jurisdiction	Trademark	Registration No. and/or Serial No.
USA	THE PURE WATER AUTHORITY	3729033
US	ARO-NITE	4214786
US	APTWATER	4061866
US	APTWATER	3845191
US	APTWATER	3844997
US	APPLIED	3411618
US	PULSEOX	3503810
US	HIPOX	3507232
US	CLEAN WATER, NO WASTE	3447193