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To the Honorable Commissioner of Patents and Trademarks 102380976

attached original documents or copy thereof.

1. Name of conveying party(ies):

Oasis Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago State: Illinois ZIP: 60603

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: February 24, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

See Attached

B. Patent No.(s)

See Attached

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

\_\_\_\_\_ Federal Research Company, LLC  
\_\_\_\_\_ 1030 15th Street, NW, Suite 920  
\_\_\_\_\_ Washington, DC 20005

Street / \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 2,120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

\_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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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.*

Gregory T. Pealer

Name of Person Signing

Signature

February 27, 2003

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet. Information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 013767 FRAME: 0381

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS AND  
PENDING U.S. PATENT APPLICATION NUMBERS  
PATENTS**

Patent No.	Title
5310088	Bottled Water Station for Dispensing Carbonated and Uncarbonated Water
5071595	Water Carbonator system
5072590	Bottled water chilling system
5073312	Water carbonator system
5133482	Syrup dispenser valve assembly
5085810	Water carbonator system
5192004	Bottled water station with removable reservoir
5413152	Bottle cap and valve assembly for a bottled water station
5211314	Syrup dispenser and valve assembly
5172831	Valve actuator for a soft drink dispenser station
5160461	Chilled beverage system
5246141	Bottled water station with removable reservoir
D350453	Bottled water station
5390826	Bottled water station with removable reservoir and manifolded support platform
5273083	Bottled cap and valve assembly for a bottled water station
5323832	Valve actuator for a soft drink dispenser station
5307958	Bottled water station with removable reservoir
5289951	Bottled water station with removable reservoir
5395014	Bottled water station with sweat-free dispenser faucet
5297700	Bottled water station with removable reservoir
5464127	Sealed actuator probe assembly for a bottled water station
5370276	Bottled water station with removable reservoir
5449093	Bottled water station with removable reservoir
5653270	Bottle cap and valve assembly for a bottled water station
5526961	Sealed actuator probe assembly for a bottled water station
D399088	Bottled water cooler
6003318	Thermoelectric water cooler
6119462	Water cooler with improved thermoelectric chiller system
5927557	Reservoir and faucet assembly for a water cooler
6062255	Float valve assembly for a water purification system
6167921	Mounting adapter and related bottle cap for a bottled water

Patent No.	Title
	cooler
D419370	Cap for a water bottle
D429111	Feed tube adapter for a bottled water cooler
6089258	Float valve assembly for a water purification system
D426746	Feed tube adapter for a bottled water cooler
6418742	Removable reservoir cooler
D448974	Feed tube adapter for a bottled water cooler
D463194	Beverage cooler
D321806	Drinking water dispenser or similar article
D322534	Drinking water dispenser

#### APPLICATIONS

Application No.	Title
10/071,009	Feed Tube Adapter for a Bottled Water Cooler
10/114861	Thermoelectric water cooler with filter monitor system
10/092838	Combined filter manifold and shut-off valve for a water purification system
10/255,554	Thermoelectric Beverage Cooler [p/a]
10/265091	Illuminated water cooler [p/a]
29/160790	(Design) A Bottle
29/160793	(Design) A Bottle
29/160847	(Design) A Bottle
29/164223	(Design) A Bottle
29/167411	(Design) A Bottle
09/895,013	Water dispensing station with communication system
09/951,736	Method and device for sanitizing bottled water dispensers
29/167413	(Design) A Water Cooler

PATENT COLLATERAL AGREEMENT

This 24<sup>th</sup> day of February, 2003, Oasis Corporation, an Ohio corporation ("Debtor") with its principal place of business and mailing address at 265 N. Hamilton Road, Columbus, Ohio 43213-0510, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("HTSB") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement as hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB and any assignee or assignees from HTSB acting in such capacity being hereinafter referred to as the "Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "Security Agreement").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

OASIS CORPORATION

By Norman E. Murphy, Jr.  
Name NORMAN E. MURPHY, JR.  
Title SECRETARY

HARRIS TRUST AND SAVINGS BANK, as Agent

By Jean R. Elie  
Name JEAN R. ELIE  
Title Vice President

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