

03-16-2005



Form PTO-1595 (Rev. 09/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE

102960578
PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sunroc LLC

Execution Date(s) February 10, 2005

Additional names of conveying parties attached? Yes

No

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation (Central)

Internal
Address: _____

Street Address: 150 South Wacker Drive, Suite 2200

City: Chicago

State: Illinois

Country: USA

Zip: 60606-4202

Additional names, addresses, or citizenship attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Government Interest

Executive Order 9424, confirmatory License

Other _____

4. Application or patent number(s)

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See additional sheet
attached as Exhibit A

See additional sheet
attached as Exhibit A

Additional numbers attached? Yes No

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Marc T. Bacigalupo

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212.661.9100

Fax Number: 917.368.7124

Email Address: mbacigalupo@oshr.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$600

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Marc T. Bacigalupo
Signature

3/7/05
Date

Marc T. Bacigalupo

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/15/2005 ECOOPER 00000149 4629096

01 FC:0021

600.00 DP

PATENT
REEL: 016345 FRAME: 0937

EXHIBIT A

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Patent Description</u>	<u>Registration Number</u>
LIQUID DISPENSER WITH READILY REMOVABLE LIQUID CONTAINER	4,629,096
HYGIENIC LIQUID DISPENSING SYSTEM	4,699,188
BOTTLE WATER COOLER AIR FILTER	4,834,267
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM	5,121,778
HYGIENIC CAP AND LIQUID DISPENSING SYSTEM	5,222,530
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM	5,222,531
ONE-PIECE HYGIENIC CAP AND LIQUID DISPENSING PROBE	5,284,188
TWO-PIECE HYGIENIC CAP AND OPENING PROBE OR FEED TUBE	5,289,854
LIQUID CONTAINER SUPPORT AND PROBE-TYPE HYGIENIC LIQUID DISPENSING SYSTEM	5,289,855
TWO-PIECE HYGIENIC CAP WITH RESEALABLE PLUG AND TEARABLE SKIRT WITH PULL TAB	5,295,518
HYGIENIC LIQUID DISPENSING SYSTEM INCLUDING FEED TUBE OR PROBE FOR OPENING AND RESEALING COAXIAL CAP	5,295,519

<u>Patent Description</u>	<u>Registration Number</u>
WATER DISPENSING FEED TUBE WITH IMPROVED FLOW	5,676,278
BEVERAGE DISPENSING CABINET	D366,179
LIQUID DISPENSING CABINET	D367,797
LIQUID DISPENSING CABINET	D366,803

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated February 10, 2005, is by and between SUNROC LLC, a Delaware limited liability company ("Debtor"), and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation in its capacity as agent ("Secured Party"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Oasis Corporation ("Oasis" and together with Debtor, each individually a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for itself and for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and

to all of Debtor's interest in any patents and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for itself and for the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender and/or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Secured Party or any Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (except as otherwise set forth in the Loan Agreement), and the right and power to grant the security interest and conditional assignment

granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of Patents registered in the United States as registered patents and to maintain all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and/or file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder promptly after Secured Party's written request therefor, or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party ten (10) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation-in-part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation-in-part application in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or new patentable inventions used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Patent in favor of Secured Party, for itself and the benefit of Lenders.

(i) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Patents may become abandoned, canceled, invalidated, avoided or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Except as otherwise stated in the Loan Agreement, no material infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Patents or the benefits of this Agreement granted to Secured Party, for the benefit of itself and Lenders, including, without limitation, the remedies of Secured Party hereunder. There has been no judgment holding any of the Patents invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product which infringes upon any Patent. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Patents.

(l) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal

expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Secured Party may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy

the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Patents against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal (other than attorneys' fees), travel and other expenses which may be incurred by Secured Party or Lenders. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under, this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for

the Northern District of Illinois and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	c/o Oasis Corporation 265 North Hamilton Columbus, Ohio 43213 Attention: Chief Executive Officer Telephone No.: (614) 861-1350 Telecopy No.: (614) 861-5750
If to Secured Party and Lenders	Congress Financial Corporation (Central) 150 South Wacker Drive Suite 2200 Chicago, Illinois 60606 4202 Attention: Portfolio Manager Telephone No.: 312 739 2210 Telecopy No.: 312 444 9423

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Secured Party and Lenders pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the

benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.


(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SUNROC LLC

By: 

Title: PRESIDENT

CONGRESS FINANCIAL CORPORATION
(CENTRAL), as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SUNROC LLC

By: _____

Title: _____

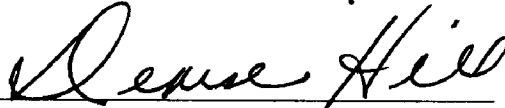
CONGRESS FINANCIAL CORPORATION
(CENTRAL), as Agent

By: 

Title: First Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

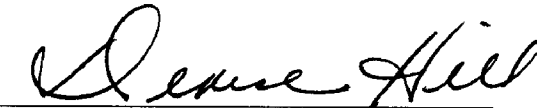
On the 10th day of February, 2005, before me personally came Peter L. Benua, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the President of SUNROC LLC, the limited liability company which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of such limited liability company.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

DENISE HILL
Notary Public, State of New York
No. 0150081009
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 17, 2011 06

On this 10th day of February, 2005, before me personally came THOMAS GILL CLMORE, to me known, who, being duly sworn, did depose and say, that he/she is the FIRST VICE PRES. of CONGRESS FINANCIAL CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.


Notary Public

DENISE HILL
Notary Public, State of New York
No. 0150081009
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 17, 2011 06

EXHIBIT A
TO
SUNROC LLC PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF PATENTS AND PATENT APPLICATIONS - DOMESTIC

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
LIQUID DISPENSER WITH READILY REMOVABLE LIQUID CONTAINER	4,629,096	12/16/1986	12/27/2004
HYGIENIC LIQUID DISPENSING SYSTEM	4,699,188	10/13/1987	11/17/2006
BOTTLE WATER COOLER AIR FILTER	4,834,267	05/30/1989	11/02/2007
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM	5,121,778	06/16/1992	10/14/2008
HYGIENIC CAP AND LIQUID DISPENSING SYSTEM	5,222,530	06/29/1993	10/14/2008
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM	5,222,531	06/29/1993	10/14/2008
ONE-PIECE HYGIENIC CAP AND LIQUID DISPENSING PROBE	5,284,188	02/08/1994	10/14/2008
TWO-PIECE HYGIENIC CAP AND OPENING PROBE OR FEED TUBE	5,289,854	03/01/1994	10/14/2008

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
LIQUID CONTAINER SUPPORT AND PROBE-TYPE HYGIENIC LIQUID DISPENSING SYSTEM	5,289,855	03/01/1994	10/14/2008
TWO-PIECE HYGIENIC CAP WITH RESEALABLE PLUG AND TEARABLE SKIRT WITH PULL TAB	5,295,518	03/22/1994	10/14/2008
HYGIENIC LIQUID DISPENSING SYSTEM INCLUDING FEED TUBE OR PROBE FOR OPENING AND RESEALING COAXIAL CAP	5,295,519	03/22/1994	10/14/2008
WATER DISPENSING FEED TUBE WITH IMPROVED FLOW	5,676,278	10/14/1997	04/28/2015
BEVERAGE DISPENSING CABINET	D366,179	01/16/1996	01/16/2010
LIQUID DISPENSING CABINET	D367,797	03/12/1996	03/12/2010
LIQUID DISPENSING CABINET	D366,803	02/06/1996	02/06/2010

LIST OF PATENTS AND PATENT APPLICATIONS - INTERNATIONAL

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Argentina	245922	3/30/1994	3/30/2009
HYGIENIC CAP FOR LIQUID CONTAINERS Argentina	249456	5/21/1996	5/21/2011
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Australia	617015	10/06/1989	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Belgium	641713	5/28/1997	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Brazil	P18907712	7/30/1991	10/06/2009
HYGIENIC CAP AND LIQUID DISPENSING SYSTEM Chile	37744	4/05/1991	4/05/2006
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM EPO	641713	5/28/1997	10/06/2009

LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM France	641713	5/28/1997	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Germany	641713	5/28/1997	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Great Britain	EP0641713	5/28/1997	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Great Britain	EP0438451	1/11/1995	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Israel	92114	5/23/1993	10/25/2009
HYGIENIC LIQUID DELIVERY DEVICE AND SUPPORT FOR SAME Israel	99404	11/19/1993	10/25/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Japan	1934316	5/26/1995	10/06/2009

LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Mexico	172394	12/15/1993	10/11/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Netherlands	641713	5/28/1997	10/06/2009
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Portugal	91978	4/17/1996	4/17/2010
LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM Singapore	9791763-7	10/06/1989	10/06/2009
HYGIENIC CAP AND LIQUID DISPENSING SYSTEM Spain	2016533	11/01/1990	10/13/2009

**EXHIBIT B
TO
SUNROC PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

1. Sunroc Corporation and Elkay Manufacturing Company – Water Safe License Agreement, dated April 12, 2001.
2. Sunroc Corporation, Elkay Manufacturing Company & AquaTrust Filtration LLC - Partial Assignment Agreement, dated September 13, 2001. Elkay Manufacturing Company and Aquatrust Filtration LLC - License and Supply Agreement (Microban Products) dated February 16, 2000 (partially assigned to Sunroc corporation).
3. Sunroc Corporation and Elkay Manufacturing Company – Assignment of Patents, dated April 12, 2001.
4. Sunroc Corporation and A.W. Gebhard - Product Development and Commission Agreement dated April, 2001, including Exhibit A (October 18, 1993 Commission Agreement); Exhibit B (March 5, 1996 Addendum); Exhibit C (March 30, 1994 Addendum); and Exhibit D (November 20, 1996 letter agreement) thereto and Consent by A.W. Gebhard dated April 11, 2001. See also December 5, 1996 Product Development and Commission Agreement by and between Elkay Manufacturing Company and A.W. Gebhard.
5. Elkay Manufacturing and Cosmetal S.r.l. – HS “Hygenic System” Water Safe agreement dated December 1, 2000. This agreement is not a formal written agreement. However, the nature and status of the agreement of the parties is set forth in a letter dated January 1, 2002 from Cosmetal, S.r.l. to Sunroc and the minutes of a meeting taking place on December 1, 2000.

EXHIBIT C
TO
PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that SUNROC LLC ("Debtor"), having an office at 60 Starlifter Avenue, Dover, Delaware 19901, hereby appoints and constitutes CONGRESS FINANCIAL CORPORATION (CENTRAL), as Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: February __, 2005

SUNROC LLC

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of February, 2005, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of SUNROC LLC, the limited liability company which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such limited liability company.

Notary Public