

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Pure Water Global, Inc.	02/28/2012
RECEIVING PARTY DATA	
Name:	The CIT Group/Commercial Services, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6136189
Patent Number:	5609759
Patent Number:	6153096
Patent Number:	6193886
Patent Number:	6200471
Patent Number:	6506449
Patent Number:	6569329
Patent Number:	6602406
Application Number:	12854721
PCT Number:	US2011024608
CORRESPONDENCE DATA	
Fax Number:	215851420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-851-8100
Email:	phlipdocketing@reedsmith.com

OP \$400.00 6136189

Correspondent Name: Carl H. Pierce
Address Line 1: P.O. Box 7990
Address Line 2: Intellectual Property
Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER:	869166.20184
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NAME OF SUBMITTER:	Carl H. Pierce
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Total Attachments: 15

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**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 28 day of February, 2012, by **PURE WATER GLOBAL, INC.**, a Nevada corporation, with a mailing address of c/o Move Collective LLC, 17 Vestry St., First Floor, New York, NY 10013 (herein the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 11 West 42nd Street, New York, New York 10036 (herein "CIT").

W I T N E S S E T H:

WHEREAS, the Company's parent, **MOVE COLLECTIVE, LLC**, a Delaware limited liability company (herein "Move") and CIT are parties to certain factoring arrangement, pursuant to which CIT may make certain loans and advances to Move, all as further set forth in the factoring documents executed in connection herewith, dated September 1, 2011, and as the same may be amended from time to time (herein the "Agreement"), and the Company has guaranteed the payment thereof to CIT pursuant to a Guaranty dated on or about the date hereof (the "Guaranty"). The Agreement provides (i) for CIT to purchase, at its discretion certain accounts receivable of Move and/or make certain loans, advances and extensions of credit, all to or for the benefit and account of Move;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Agreement and the Guaranty), the Company hereby grants to CIT a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the



"Trademark Collateral");

- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

In furtherance and not in limitation of the foregoing security interests, the Company hereby grants to CIT a royalty-free, non-exclusive license to use the Intellectual Property Collateral to the extent necessary to exercise CIT's right with respect to the Company's Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory; goods and property bearing or covered by any of the foregoing Intellectual Property Collateral.

3. **CIT's Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CIT concurrently with this agreement to enable such rights to be carried out. The Company agrees that, in the event CIT exercises its



rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to the security interest created hereby which CIT may deem necessary or advisable in order to perfect and/or maintain the perfection or priority of its security interest in the Intellectual Property Collateral, including, without limitation, all applicable filing fees to record this agreement with the United States Patent and Trademark Office.
5. **Representations and Warranties.** The Company represents and warrants that, except as set forth in Schedule D: the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect CIT's rights and interests hereunder. The Company hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as CIT shall reasonably request with respect thereto.
6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT's rights



and remedies hereunder and under the Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct. The Company hereby agrees that it shall be liable to CIT for, and shall pay to CIT on demand, any deficiency which may remain after such application of proceeds.

7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Company agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.
8. **Rights Cumulative.** This agreement shall be in addition to the Agreement and shall not be deemed to affect, modify or limit the Agreement or any rights that CIT has under the Agreement. The Company agrees to execute and deliver to CIT (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
11. **Events of Default.** Any of the following constitutes an Event of Default under this agreement:
 - (i) The Company fails to perform or observe any agreement, covenant or condition required under this agreement;
 - (ii) Any warranty or representation made by Company, in this agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Agreement which is not waived in writing by CIT.



12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided in the Agreement of:

- (i) any claim by a third party that the Company has infringed on the rights of a third party;
- (ii) any suspected infringement by a third party on the rights of the Company; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

Notwithstanding the foregoing, the disclosures set forth on Schedule D shall constitute adequate notice hereunder of the matters described therein

13. **Further Assurances.** The Company will take any such action as CIT may reasonably require to further confirm or protect CIT's rights under this agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this agreement.

14. **Termination.** This agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company's request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

15. **Assignment.** This agreement binds and benefits each of us and our respective successors and assigns; provided, however, that you may not assign this agreement or your rights hereunder without our prior written consent. You agree that we may, without notifying you, sell, assign or transfer our rights and obligations under this agreement, including, without limitation, our rights and obligations with respect to the Intellectual Property Collateral.



IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day of February __, 2012.

PURE WATER GLOBAL, INC.

By: 

Name: RICHARD SMIDT

Title: PRESIDENT

Agreed and Accepted this
7 day of ~~February~~, 2012
March

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 

Name: LIZBETH MCCARTHY

Title: VICE PRESIDENT



IRREVOCABLE POWER OF ATTORNEY

PURE WATER GLOBAL, INC., a Nevada corporation with a mailing address of c/o Move Collective LLC, 17 Vestry St., First Floor, New York, NY 10013 (hereinafter referred to as the "Company"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 11 West 42nd Street, New York, New York 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CIT are outstanding under the Agreement, dated on or about the date hereof, between the Company and CIT.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Agreement between CIT and the Company; and

4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.



IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the _____ day of February, 2012.

PURE WATER GLOBAL, INC.

By: _____

Name: _____

Title: _____

Richard Smelt
President

Richard Smelt
Richard Smelt

STATE OF NEW YORK)

)

COUNTY OF NEW YORK)

On February 28, 2012, before me, the undersigned, a notary public in and for said State, personally appeared *Richard Smelt* known to me to be the of, **PURE WATER GLOBAL, INC.**, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

Alan Hirsch
Notary Public

ALAN HIRSCH
Notary Public, State of New York
No. 01HI6095704
Qualified in New York County
Commission Expires July 14, 2015



**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

PURE WATER GLOBAL, INC., a Nevada corporation

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

1. The following table lists each patent or registration that has been issued to Company:

US Patent Number	Title or Mark	Issue Date
6,136,189	"Enhanced In-Bottle Filtration Mechanism and Techniques"	Oct. 24, 2000
5,609,759	"Bottle Filter Cap"	Mar. 11, 1997
6,153,096	"Shroud for Bottle Mounted Filters"	Nov. 28, 2000
6,193,886	"Sub-Micron Sport Bottle with Ceramic Filtering Element"	Feb. 27, 2001
6,200,471	"Bottle Specialty Water Filters"	Mar. 13, 2001
6,506,449	"Method for Manufacture of Static Filtration Media"	Jan 14, 2003
6,569,329	"Personal Water Filter Bottle System"	May 27, 2003
6,602,406	"Static Filter Pitcher"	Aug. 5, 2003

2. The following table lists all patent applications that Company has made with respect to any of its Intellectual Property.

U.S. Patent App. Ser. No. 12/854,721	"Beverage Bottle Filter System" [Foreign filing deadline is August 11, 2011, but expect to allow deadline to pass since PCT/US11/24608 has been filed]
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International App. No. PCT/US11/24608	"Squeezable Beverage Bottle and Filter System"
U.S. Trademark App. Ser. No. 77/938,535	PUREWATER 2GO for "Filtering units for water filtering; Water filtering apparatus; Water filters"



**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**


between

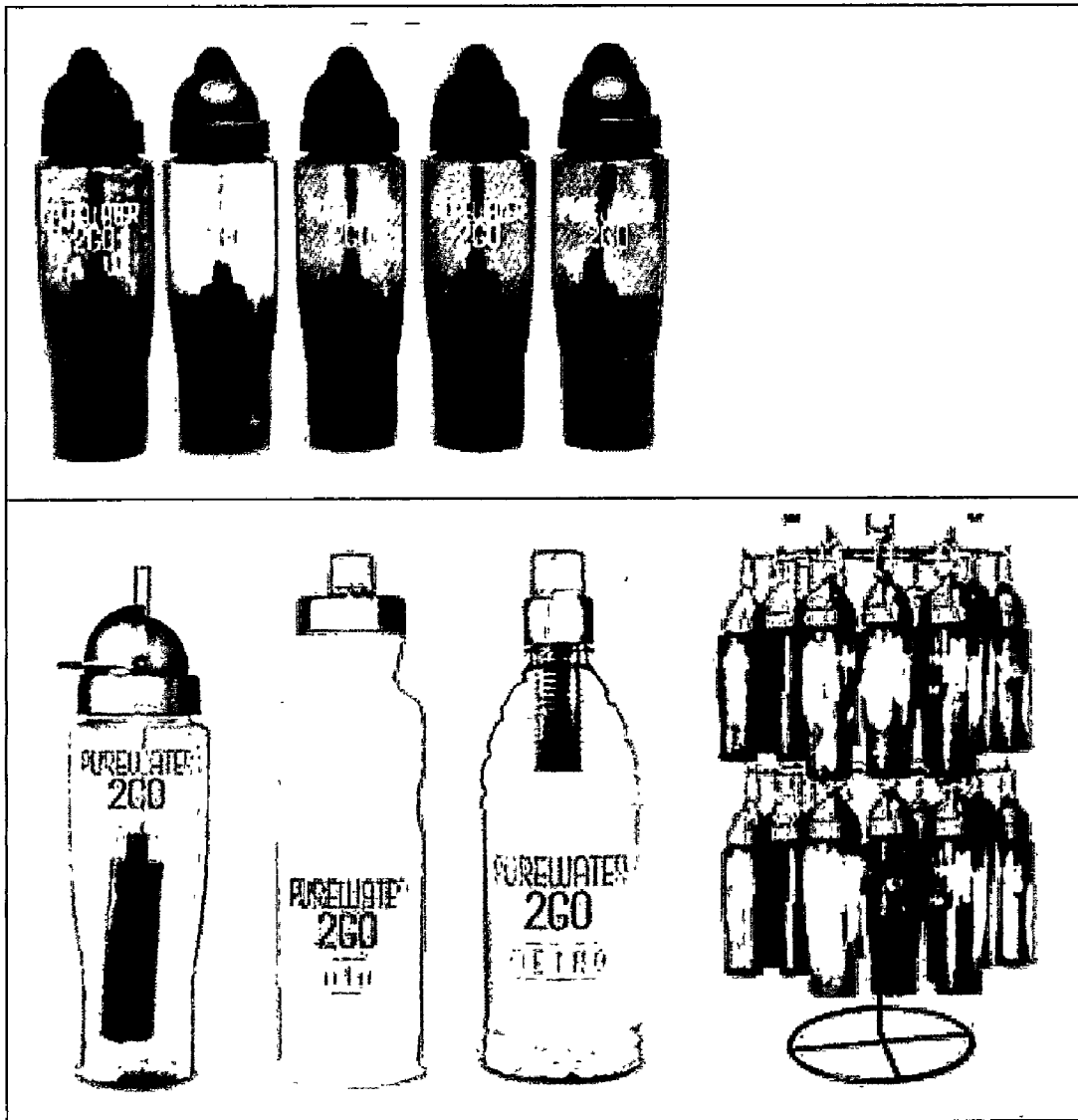
PURE WATER GLOBAL, INC., a Nevada corporation

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

The following table lists each unregistered trademark, service mark, logo, slogan, trade name, corporate name, Internet domain name or other source identifier used by Company

Pure Water Global, Inc.
PURE WATER GLOBAL
<purewaterglobal.com>
PURE WATER 2GO
PUREWATER 2GO
<purewater2go.com>

FILTER AS YOU DRINK!
SAVES MONEY . SAVES YOUR HEALTH . SAVES THE PLANET.





**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

PURE WATER GLOBAL, INC., a Nevada corporation

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

NONE



**SCHEDULE D TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

PURE WATER GLOBAL, INC., a Nevada corporation

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

POSSIBLE INFRINGEMENT

The following list includes third party products that the Company believes may infringe the Intellectual Property Collateral although not all of the listed products have been thoroughly reviewed or analyzed to confirm infringement.

Brita	Brita Filtered Water Bottle
CamelBak	Groove filtered water bottle product
Filter 2 Go	Filtered water bottle
Rubbermaid	Filter Fresh Water Bottle
Seychelle Water Filtration	Flip Top Filter Bottle & Stainless Steel Flip Top Filter Bottle
Watergeeks	Filtered Stainless Bottle
Power Bottle USA	Power Bottle filtered water bottle
Cool Gear	EZ-Freeze Pure
Clear2O	Clear2Go Sport Bottle filtered water bottle
Ecousable	ech2o Water Bottle
Fit & Fresh	livPURE Filtered Water Bottle
FiltersFast	FiltersFast Filtered Water
Katadyn	Katadyn Microfilter Bottle
Wellness Enterprises	Wellness H2.O Bottle



Guyot Designs	TapGuard Matrix
Loblaw Companies Limited	Filter Bottle
Klean Kanteen	Water Filter Adapter
New Wave	Corn-based Water Bottle with Built-in Filter
Aquamira	Aquamira Water Bottle and Microbiological Filter
Aquasana	Purity water bottle
PureWater2Go.org	Run About Bottle, Stainless Steel Bottle, Sport Bottle