503616835 12/17/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3663466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THE WATER INITIATIVE, LLC	07/22/2013

RECEIVING PARTY DATA

Name:	MICHAEL J. MULDOON
Street Address:	8219 ROUND HILLS CIRCLE
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89113

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	9206058
Application Number:	61576219
Application Number:	61583776

CORRESPONDENCE DATA

Fax Number: (703)816-4100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7038164000

Email: Ifm@nixonvan.com

Correspondent Name: NIXON & VANDERHYE

Address Line 1: 901 NORTH GLEBE ROAD, 11TH FLOOR

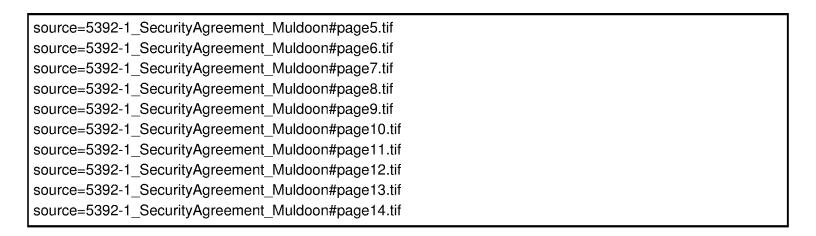
Address Line 4: ARLINGTON, VIRGINIA 22203

ATTORNEY DOCKET NUMBER:	LCM-5392-1	
NAME OF SUBMITTER:	LEONARD C. MITCHARD	
SIGNATURE:	/Leonard C. Mitchard/	
DATE SIGNED:	12/17/2015	

Total Attachments: 14

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PATENT 503616835 REEL: 037318 FRAME: 0296



SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "<u>Agreement</u>"), dated as of July 22, 2013 is by and among The Water Initiative, LLC, a Delaware limited liability company (the "<u>Company</u>") with an address at 230 W. 56th Street, PH, New York, New York 10019, and the holders of the Notes identified on the signature pages hereto (each, a "<u>Purchaser</u>" and collectively, the "<u>Purchasers</u>").

WHEREAS, the Company and each of the Purchasers are parties to a Convertible Promissory Note and Common Interest Warrant Purchase Agreement dated as of even date (each a "Purchase Agreement") with respect to certain Promissory Notes (such offering the "Notes Offering"), that provides, subject to the terms and conditions thereof, for the issuance and sale by the Company to each of the Purchasers, severally and not jointly, Notes and Warrants as more fully described in the Purchase Agreement; and

WHEREAS, to induce each of the Purchasers to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company has agreed to pledge and grant a senior security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations (as hereinafter defined). Accordingly, the parties hereto agree as follows:

Section 1. <u>Definitions.</u> Each capitalized term used herein and not otherwise defined shall have the meaning assigned to such term in the Purchase Agreement (or its Exhibits). In addition, as used herein:

"Business" shall mean the businesses from time to time, now or hereafter, conducted by the Company and its subsidiaries.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Collateral Agent" as determined by a "Majority" of the Purchasers, i.e. the holders of over fifty percent (50%) of the outstanding Secured Obligations.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by the Company, that are associated with the Business.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including those shown on Annex 1 hereto, and, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Event of Default" shall have the meaning ascribed thereto in Section 4 of the Notes.

"Intellectual Property" shall mean, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the Business; (b) all

licenses or user or other agreements granted to the Company with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral: (c) all customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, manuals, materials standards, processing standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to the operation by the Company of the Business; (d) all sales data and other information relating to sales now or hereafter collected and/or maintained by the Company that pertain to the Business; (e) all accounting information which pertains to the Business and all media in which or on which any of the information or knowledge or data or records which pertain to the Business may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Company pertaining to the operation by the Company and its Subsidiaries of the Business; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above.

"Liens" shall mean a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Notes" shall mean the 8% Secured Convertible Promissory Notes issued to Purchasers in connection with the Notes Offering.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by the Company that are associated with the Business.

"Patents" shall mean all patents and patent applications, including those shown on Annex 1 hereto, and, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"<u>Permitted Liens</u>" shall mean the Company's existing Liens as disclosed in <u>Annex 2</u> hereto and any liens described in Section 8(2) of the Notes.

"Secured Obligations" shall mean, collectively, (a) the principal of and interest on the Notes issued or issuable (as applicable) by the Company and held by the applicable Purchasers and all other amounts from time to time owing to such Purchasers by the Company under the Purchase Agreement and the Notes and (b) all obligations of the Company to such Purchasers thereunder and hereunder.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by the Company, that are associated with the Business. Notwithstanding the foregoing, the

Trademark Collateral does not and shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including those shown on Annex 1 hereto, and, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"<u>Uniform Commercial Code</u>" shall mean the Uniform Commercial Code as in effect in the State of New York from time to time.

Section 2. Representations and Warranties. The Company represents and warrants to each of the Purchasers that:

- a. the Company is the sole beneficial owner of the Collateral and no Lien exists or will exist upon any Collateral at any time, except for Permitted Liens and the pledge and security interest in favor of each of the Purchasers created or provided for herein which pledge and security interest will constitute a first priority perfected pledge and security interest in and to all of the Collateral upon the filing of the applicable financing statements or other action required by this Agreement necessary to establish "control" as that term is defined in the Uniform Commercial Code over the Collateral for the benefit of the Collateral Agent.
- b. the Company owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, all of its Copyrights, Patents and Trademarks, and all registrations of its Copyrights, Patents and Trademarks are valid and in full force and effect. Except as may be set forth in said Annex 1, the Company owns and possesses the right to use all Copyrights, Patents and Trademarks, necessary for the operation of the Business;
- to the Company's knowledge, (i) except as set forth in <u>Annex 1</u> hereto, there is no violation by others of any right of the Company with respect to any material Copyrights, Patents or Trademarks, respectively, and (ii) the Company is not, in connection with the Business, infringing in any material respect upon any Copyrights, Patents or Trademarks of any other Person; and no proceedings have been instituted or are pending against the Company or, to the Company's knowledge, threatened, and no claim against the Company has been received by the Company, alleging any such violation, except as may be set forth in said <u>Annex 1</u>; and

Section 3. <u>Collateral</u>. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Company hereby pledges, grants, collaterally assigns, hypothecates and transfers, as applicable, to the Collateral Agent on behalf of the Purchasers as hereinafter provided, a first priority senior security interest in and Lien upon all of the Company's right, title and interest in, to and under all Intellectual Property of the Company, whether now owned or hereafter acquired by or arising in favor of the Company, whether now existing or hereafter coming into existence, whether owned or consigned by or to, or leased from or to the Company and regardless of where located (all being collectively referred to herein as "Collateral").

Section 4. Further Assurances: Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, the Company hereby agrees with the Collateral Agent and each of the Purchasers as follows:

4.01 Delivery and Other Perfection. The Company shall:

- a. give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary (in the reasonable judgment of the Collateral Agent) to create, preserve, perfect or validate any security interest granted pursuant hereto;
- b. keep accurate books and records relating to the Collateral, and, during the continuation of an Event of Default, stamp or otherwise mark such books and records in such manner as the Collateral Agent may reasonably require in order to reflect the security interests granted by this Agreement;
- c. furnish to the Collateral Agent from time to time (after an Event of Default shall have occurred and be continuing) statements and schedules further identifying and describing the material Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as the Collateral Agent may reasonably request, all in reasonable detail.

4.02 Special Provisions Relating to Certain Collateral.

a. Intellectual Property Assignment and Use.

(i) For the purpose of enabling the Collateral Agent to exercise rights and remedies under Section 4.03 hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Company hereby grants to the Collateral Agent, upon an Event of Default, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by the Company, wherever the same may be

- located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.
- (ii) Notwithstanding anything contained herein to the contrary, so long as no Event of Default shall have occurred and be continuing, the Company will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Company. Further, upon the payment in full of all of the Secured Obligations or earlier expiration of this Agreement or release of the Collateral, the Collateral Agent shall grant back to the Company the license granted pursuant to clause (i) immediately above. The exercise of rights and remedies under Section 4.03 hereof by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Company in accordance with the first sentence of this clause (ii).
- 4.03 Events of Default. An Event of Default shall exist if Company fails to perform any obligations of the Purchase Agreement, any Note or the Notes Offering with respect to any single Purchaser, at which time a Collateral Agent will be selected by that single Purchaser. If there is an Event of Default involving multiple Purchasers, the Collateral Agent shall be determined according to Section 5.07, below. During the period during which an Event of Default shall have occurred and be continuing:
 - a. the Company shall, at the request of the Collateral Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Collateral Agent and the Company, designated in its request;
 - b. the Collateral Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral with the consent of the Company, which shall not be unreasonably withheld;
 - the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Collateral Agent were the sole and absolute owner thereof (and the Company agrees to take all such action as may be appropriate to give effect to such right);

- d. the Collateral Agent in its discretion may, in its name or in the name of the Company or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and
- the Collateral Agent may, upon 30 Business Days' prior written notice to the Company of the time and place, with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Collateral Agent, or any of its respective Collateral Agents, sell, lease, assign or otherwise dispose of all or any of such Collateral, at such place or places as the Collateral Agent deems best, and for cash or on credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of time or place thereof (except such notice as is required above or by applicable statute and cannot be waived) and the Collateral Agent or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale), and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Company, any such demand, notice or right and equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the Business connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Company shall supply to the Collateral Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned.
- f. The proceeds of each collection, sale or other disposition under this Section 4.03, including by virtue of the exercise of the license granted to the Collateral Agent in Section 4.02(a)(i) hereof, shall be applied in accordance with Section 4.07 hereof.
- g. The Company recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Company acknowledges that any such private sales to an unrelated third party in an arm's length transaction may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such

restrictions, and, notwithstanding such circumstances, agrees that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective Issuer thereof to register it for public sale.

- **4.04 Deficiency.** If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 4.03 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Company shall remain liable for any deficiency.
- 4.05 Removals, etc. Without at least thirty (30) days' prior written notice to the Collateral Agent after its appointment or unless otherwise required by law, the Company shall not (a) maintain any of its books or records with respect to the Collateral at any office or maintain its chief executive office or its principal place of business at any place, or (b) change its corporate name, or the name under which it does business, from the name shown on the signature page hereto.
- 4.06 Private Sale. The Collateral Agent shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale to an unrelated third party in an arm's length transaction pursuant to Section 4.03 hereof conducted in a commercially reasonable manner. The Company hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree.
- **4.07** Application of Proceeds. Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Collateral Agent under this Section 4, shall be applied by the Collateral Agent:
 - First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Collateral Agent and the fees and expenses of its Collateral Agents and counsel, and all expenses, and advances made or incurred by the Collateral Agent in connection therewith;
 - Next, to the payment in full of the Secured Obligations in each case equally and proportionally in accordance with the respective amounts thereof then due and owing to each of the Purchasers; and
 - <u>Finally</u>, to the payment to the Company, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 4, "<u>proceeds</u>" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Company or any issuer of or obligor on any of the Collateral.

- 4.08 Attorney-in-Fact. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent is hereby appointed the attorney-in-fact of the Company for the purpose of carrying out the provisions of this Section 4 and taking any action and executing any instruments which the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Purchasers shall be entitled under this Section 4 to make collections in respect of the Collateral, the Collateral Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of the Company representing any dividend, payment, or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.
- **4.09** Perfection. Concurrently with the execution and delivery of this Agreement or within 5 Business Days following the date hereof, the Company shall file such financing statements and other documents in such offices to perfect the security interests granted by Section 3 of this Agreement that may be perfected by such filing.
- 4.10 <u>Termination</u>. When all Secured Obligations shall have been paid in full under the Purchase Agreement, this Agreement shall terminate, and the Collateral Agent, as applicable, shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Company and to be released and cancelled all licenses and rights referred to in Section 4.02 hereof. The Collateral Agent shall also execute and deliver to the Company upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the Company to effect the termination and release of the Liens on the Collateral.
- 4.11 Fees and Expenses. The Company agrees to pay the Collateral Agent reasonable fees for its services hereunder. The Company agrees to pay to the Collateral Agent all reasonable out-of-pocket expenses (including reasonable expenses for legal services of every kind) of, or incident to, the enforcement of any of the provisions of this Section 4, or performance by the Collateral Agent of any obligations of the Company in respect of the Collateral which the Company has failed or refused to perform upon reasonable notice, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Collateral Agent in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be Secured Obligations to the Collateral Agent secured under Section 3 hereof.
- **4.12** Further Assurances. The Company agrees that, from time to time upon the written reasonable request of the Collateral Agent, the Company will execute and deliver such further documents and do such other acts and things as the Collateral Agent may reasonably request in order fully to effect the purposes of this Agreement.
- 4.13 <u>Indemnity</u>. Each of the Purchasers hereby severally covenants and agrees to reimburse, indemnify and hold the Collateral Agent harmless from and against any and all claims, actions, judgments, damages, losses, liabilities, costs, transfer or other taxes, and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred or

suffered without any gross negligence, bad faith or willful misconduct by the Collateral Agent, arising out of or incident to any investigation, proceeding or litigation arising out of this Agreement or the administration of the Collateral Agent's duties hereunder, or resulting from its actions or inactions as Collateral Agent.

Section 5. <u>Miscellaneous</u>.

- 5.01 No Waiver. No failure on the part of the Collateral Agent or any of its Collateral Agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Collateral Agent or any of its Collateral Agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.
- 5.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal law of the State of New York.
- 5.03 Notices. All notices, requests, consents and demands hereunder shall be in writing and facsimile (facsimile confirmation required) or delivered to the intended recipient at its address or telex number specified pursuant to Section 14(c) of the Purchase Agreement and shall be deemed to have been given at the times specified in said Section 14(c).
- **5.04** Waivers, etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Company and the Collateral Agent. Any such amendment or waiver shall be binding upon each of the Purchasers and the Company.
- 5.05 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Company and each of the Purchasers (provided, however, that the Company shall not assign or transfer its rights hereunder without the prior written consent of the Collateral Agent).
- **5.06** Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.
- 5.07 <u>Collateral Agent</u>. The Collateral Agent shall be determined upon an Event of Default by the holders/payees of over fifty percent (50%) of the outstanding Secured Obligations hereunder. The Collateral Agent may employ Collateral Agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such Collateral Agents or attorneys-in-fact selected by it in good faith.
- 5.08 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Purchasers in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.

COMPANY:

THE WATER INITIATIVE, LLC

Name: Kevin M. McGovern

Title: Chairman

PURCHASER:

Name: Michael J. Muldoon

Title: Manager, Kinvara Holdings LLC

ANNEX 1

PATENTS, COPYRIGHTS AND TRADEMARKS

<u>Patents</u>

Filing	Priority Date	USPTO Number	Main Claims
"WATER PURIFICATION AND ENHANCEMENT SYSTEMS"	2/20/2009	Application # 20120125203	Addition of beneficial compounds such as vitamins, minerals, and disinfectants in a POU device. User as a detector for media bed saturation through the use of taste, odor, or color.
"METHOD AND APPARATUS FOR POINT OF USE WATER FILTRATION"	12/15/2011	Application # 61/576219	TWI health station appliance with effective water filtration, removable serving pitcher, and addition of beneficial compounds. Some improvements including user customizable (stackable) filtration approaches, low-cost volume sensors, filtration in single serve cups, multi-serve filtration or dispense with water quality feedback, and single serve "smart" cups.
"CONTROLLED RELEASE APPARATUS AND USES THEREOF"	1/6/2012	Application # 61/583776	Controlled release materials, methods, and systems for addition of beneficial compounds to POU water systems such as vitamins, minerals, disinfectants, and pharmaceuticals

Copyrights

The Company has no filed Copyright applications at this time.

<u>Trademarks</u>

Trademarks	Serial Number
The Water Initiative	78969713
Window on Water	77020938
WaterCura	77257883
WaterCura	77977024
THE WATER INITIATIVE	77378289
TWI Mexico	77437748
TWI	77462284
	77558038
	77558064
THE WATER INITIATIVE	77558112
The Last Mile of Water	77574268
Point-of-Use Water Solutions is Our Business	77630139
×	77695692
FruTWI	77762298
Point-of-Drinking	Pending
Clean Water, Healthy Life	Pending
Clean Water is our Business	Pending
Aguacura	Pending
Aguapura	Pending
Avessi	Pending

Mexico – Pending Trademarks		
TWI	0944189	
FruTWl	To Be Assigned	
WaterCura	To Be Assigned	

ANNEX 2

PERMITTED LIENS

None

PATENT REEL: 037318 FRAME: 0311

RECORDED: 12/17/2015