

02-04-2002



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Docket No.:

025983/0057

Tab settings

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

101969301

1. Name of conveying party(ies):
WATER SOFT INC.

1-9-02

- Individual(s)
- General Partnership
- Corporation-State **RHODE ISLAND**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **DECEMBER 26, 2001**

2. Name and address of receiving party(ies):

Name: **FOOTHILL CAPITAL CORPORATION**

Internal Address:

Street Address: **1111 SANTA MONICA BOULEVARD**

City: **LOS ANGELES** State: **CA** ZIP: **90025**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **CALIFORNIA**

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers

Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ **\$115.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

02/01/2002 6TON11 00000052 500675 1677499

01 FC:481 40.00 CH
02 FC:482 75.00 CH

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

JANUARY 9, 2002

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 002435 FRAME: 0584

WATER SOFT INC. ACTIVE TRADEMARK LISTING

PATENT/TM	AMTROL NO.	COUNTRY	MARK	REGISTRATION NO.
TM	097	United States	TECTONICS	1,677,499
TM	096	United States	PROVECTR	1,319,228
TM	113	United States	WATER SPRITE	1,676,682
TM	052	United States	ISOBAR	1,834,408

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, WATER SOFT INC., a Rhode Island corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of December 26, 2001 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of FOOTHILL CAPITAL CORPORATION, a California corporation (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks, and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of December 26, 2001.

WATER SOFT INC.

By: 

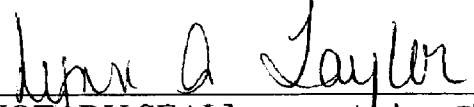
Name: Larry T. Guillemette

Title: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Rhode Island ss.:
COUNTY OF Kent

On this 26th day of December 2001, before me, the undersigned, personally appeared Larry T. Guillemette, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL] LYNN A. TAYLOR
my commission expires 10/23/04

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

MARK	REGISTRATION/SERIAL NUMBER
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WATER SOFT INC. ACTIVE TRADEMARK LISTING

PATENT/TM	AMTROL NO.	COUNTRY	MARK	REGISTRATION NO.
TM	097	United States	TECTONICS	1,677,499
TM	250	Canada	PROVECTR	TMA321,919
TM	096	United States	PROVECTR	1,319,228
TM	112	Mexico	WATERSOFT	506,221
TM	113	United States	WATER SPRITE	1,676,682
TM	052	United States	ISOBAR	1,834,408

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