

10/17/05

10-19-2005

FORM PTO-1594 (Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008)

RECC



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

103102669

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): Miox Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: Silicon Valley Bank
Internal Address Loan Documentation HF 154
Street Address: 3003 Tasman Dr.
City Santa Clara
State CA
Country USA
Zip 95054

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): 09/23/05
Assignment Merger
Security Agreement Change of Name
Other

Association Citizenship
General Partnership Citizenship
Limited Partnership Citizenship
Corporation Citizenship
Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s) 74/250,971 78/461,714

B. Trademark Registration No.(s) 649,282

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

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

Name: Silicon Valley Bank
Internal Address: Loan Collateral HF154
Street Address: 3003 Tasman Dr.
City: Santa Clara State: CA ZIP: 95054
Phone Number: (408) 654-4042
Fax Number: (408) 654-6313
Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$90.00
Authorized to be charged by credit card
Authorized to be charged to deposit account
Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

OPR/FINANCE 10/17/05 12:22

9. Signature. Trisha Sedillo Signature

10/11/05 Date

Trisha Sedillo 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 (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/19/2005 EIDOPER 00000073 74250971
01 FC:8521
02 FC:8522

50.00

TRADEMARK REEL: 003236 FRAME: 0630

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPY

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MIOX CORPORATION ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

5500 Midway Park Place, NE,  
Albuquerque, NM 87109

Attn: \_\_\_\_\_

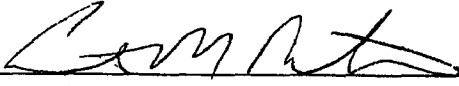
Address of Bank:

14300 Northsight Boulevard, Suite 203,  
Scottsdale, Arizona 85260

Attn: TRAVIS D. WOOD

GRANTOR:

MIOX CORPORATION.

By: 

Title: PRESIDENT

BANK:

SILICON VALLEY BANK

By: 

Title: VICE PRESIDENT.

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

## EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Gas Drive Electrolytic Cell</u>	10/785,892	02/23/2004
<u>Electrolytic Cell for Surface and Point of Use Disinfection</u>	10/785,610	02/23/2004
<u>Dual Diaphragm Pump Driven Filtration System</u>	10/759,753	01/16/2004
<u>Pumps for Filtration Systems</u>	10/759,750	01/16/2004
<u>Filtration Membrane And Method Of Making Same</u>	10/382,971	03/05/2003
<u>Scented Electrolyte</u>	60/602,775	08/19/2004
<u>Water Disinfection System</u>	10/849,711	05/18/2004
<u>Electrolytic Cell for Surface and Point of Use Disinfection</u>	PCT/US2004/0055 53	02/23/2004
<u>Electrolytic Cell For Generating Sterilization Solutions Having Increased Ozone ...</u>	07/857,731	03/26/1992
<u>Electrolytic Cell For Generating Sterilization Solutions Having Increased Ozone ...</u>	08/787,160	01/23/1997
<u>Method And Apparatus For Removing Organic Contaminants</u>	07/924,739	08/04/1992
<u>Portable Hydration System</u>	09/686,214	10/10/2000
<u>Pumps for Filtration System</u>	PCT/US04/03964	02/11/2004
<u>Miox - GENERAL - Patent 5,858,201</u>		
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone C...</u>	667525 (Australia)	08/13/1996
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone ...</u>	3051175 (Japan)	03/31/2000
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone C...</u>	2130911 (Canada)	3/30/1999
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone C...</u>	220363 (S. Korea)	06/21/1999
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone ...</u>	3051175 (Japan)	03/31/2000
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone C...</u>	MY-109908A (Malaysia)	09/30/1997
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone C...</u>	181169 (India)	09/03/1993
<u>Electrolytic Cell for Generating Sterilization Solutions Having Increased Ozone C...</u>	181992 (Mexico)	06/28/1996
<u>Reverse Osmosis Membrane and Method for Making Same</u>	60/230,895	09/05/2000
<u>Dual Head Pump Driven Membrane System</u>	PCT/US02/22618	07/16/2002

<u>Gas Drive Electrolytic Cell</u>	PCT/US2005/0059 78	02/23/2005
<u>Portable Water Disinfection System</u>	09/318,468	05/25/1999
<u>Filtration Membrane and Method of Making Same</u>	00982517.5	03/05/2003
<u>Portable Water Disinfection System</u>	09/579,178	05/24/2000
<u>Portable Water Disinfection System</u>	09/907,092	07/16/2001
<u>Method and Apparatus for Scale and Biofilm Control</u>	PCT/US2005/0208 33	06/09/2005
<u>Scented Electrolysis Product</u>	PCT/US2005/0301 74	08/19/2005
<u>Device and Method for Instrument Sterilization</u>	60/630,877	11/24/2004
<u>Method and Apparatus for Scale and Biofilm Control</u>	60/579,053	06/10/2004
<u>Scented Electrolysis Product</u>	60/602,775	08/19/2004
<u>Carbonate Scale Detector</u>	10/946,658	09/22/2004
<u>Method and Apparatus for Scale and Biofilm Control</u>	11/149,740	06/09/2005

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>MIOX</u>	74/250,971	02/27/1992
<u>The Future Of Water Is Clear</u>	78/461,714	08/04/2004
<u>THE FUTURE OF WATER IS CLEAR</u>	1,246,592 (Canada)	06/24/2005
<u>MIOX</u>	649,282	09/19/1995

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date