

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
KLEAN KANTEEN, INC.		01/30/2012	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	400 Capitol Mall
Internal Address:	7th Floor
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95814
Entity Type:	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 12</b>		
Property Type	Number	Word Mark
Serial Number:	77769458	
Serial Number:	85079688	BYOS
Serial Number:	85079708	BRING YOUR OWN STEEL
Serial Number:	85079723	EAT, DRINK, AND BE WARY OF PLASTIC
Serial Number:	85079716	SWING LOK
Serial Number:	85104580	TARE IT UP
Serial Number:	85104581	TARE IT UP BULK READY
Registration Number:	3642676	KLEAN KANTEEN
Registration Number:	3630954	ONE PLANET, ONE YOU!
Registration Number:	3141907	KLEAN KANTEEN
Serial Number:	85341641	KLEAN KANISTER
Registration Number:	3710695	KID KANTEEN

CORRESPONDENCE DATA

CH \$315.00 77769458

Fax Number: (415)268-7522  
Phone: 415-268-6810  
Email: trademark-dc@mofo.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Rosemary S. Tarlton  
Address Line 1: 425 Market Street  
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	07933-511
NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	02/03/2012

**Total Attachments: 15**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 30, 2012, is entered into between KLEAN KANTEEN, INC., a California corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

### RECITALS

A. Grantor and the Lender have entered into that certain Credit Agreement, dated as of May 15, 2011 (as amended, modified, renewed or extended from time to time, the "Credit Agreement") (all capitalized terms used in this Agreement and not otherwise defined herein having the meanings assigned to them in that certain Amended and Restated Security Agreement, dated as of even date herewith, between Grantor and the Lender (as amended, modified, renewed or extended from time to time, the "Security Agreement"));

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Lender;

C. It is a condition precedent under the Credit Agreement that Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

NOW THEREFORE, the parties hereto mutually agree as follows:

### 1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Secured Obligations, including interest that accrues after the commencement by or against Grantor of any Insolvency Proceeding naming such Person as the debtor in such proceeding, and without limiting any other security interest Grantor has granted to Lender, Grantor hereby grants, assigns, and conveys to Lender a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(v) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vi) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

## **2. AFTER-ACQUIRED TRADEMARK RIGHTS.**

If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 2, Grantor authorizes Lender to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

## **3. GENERAL PROVISIONS.**

3.1 Rights Under Security Agreement. This Agreement has been granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any of its rights or obligations hereunder, without the prior written consent of Lender, except as specifically permitted by the Credit Agreement or the Security Agreement.

3.3 Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement between Grantor and the Lender with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof.

3.4 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

3.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

3.6 Severability of Provisions. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**GRANTOR:**

**KLEAN KANTEEN, INC.,**  
a California corporation

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: Raymond M. Block  
Name: RAYMOND M. BLOCK  
Title: SVP - Region Manager


Exhibit A

TRADEMARKS

See attached.



PATENT/TRADENAME STATUS REPORT  
 Kleen Kanteen, Inc.  
 (Trademark Section)

MatterNo	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK09401	Product configuration for bottle design 	IC 021: Beverage containers for domestic use and beverage canisters; beverageware; water bottles sold empty; portable bottles sold empty; drinking flasks; drinking bottles sold empty featuring compatible seals, lids, bottle tops, drinking tubes and accessories, namely, rings, clips, and slings for attaching and carrying, all sold as a unit	77/769,458	6/26/2009			Abandoned 11/24/2010.
KLK09402		IC 021: Stainless steel beverage bottles sold empty and sized specifically for children which do not leach toxins into their contents	77/641,581	12/30/2008	3710695	11/10/2009	Registered (Supplemental Register). \$8 affidavit due 11/10/2015; \$8 affidavit and \$9 renewal due 11/10/2019.
KLK09402CN6	KID KANTEEN	IC 6: Sealing caps of metal; bottle caps of metal; bottle closures of metal; closures of metal for containers	9430074	5/6/2011			Awaiting examination.
KLK09402CN10	KID KANTEEN	IC 10: Babies' bottles; feeding bottle valves; feeding bottle teats	9430073	5/6/2011			Awaiting examination.
KLK09402CN20	KID KANTEEN	IC 20: Stoppers for bottles, not of glass, metal or rubber; sealing caps, not of metal; caps, not of metal (bottle -); closures (bottle -), not of metal; stoppers, not of metal; closures, not of metal, for containers	9430072	5/6/2011			Awaiting examination.
KLK09402CN21(1)	KID KANTEEN	IC 21: Bottles; jugs; drinking vessels; vacuum bottles and refrigerating bottles	9430071	5/6/2011			Awaiting examination.

PATENT/TRADEMARK STATUS REPORT  
 Kleen Kanteen, Inc.  
 (Trademark Section)

Matter No	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK0940ZCN21(2)	KID KANTEEN	IC 21: 1) Containers for household or kitchen use; 2) cups; 3) pitchers; 4) kitchen containers; 5) flasks; 6) mugs; 7) heat-insulated containers; 8) utensils for household purposes; 9) lunch boxes; 10) kitchen utensils	9565872	6/8/2011			Response to notification on correction of defects filed 11/18/2011.
KLK10401	BYOS	IC 021: Reusable beverage containers IC 035: Promoting public awareness of environmental, sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events	85/079,688	7/7/2010			Allowed, deadline to file statement of use 6/20/2012.
KLK10401AU	BYOS	IC 021: Reusable beverage containers IC 035: Promoting public awareness of environmental, sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events	1402437	1/4/2011			Registered. Renewal due 12/31/2020.
KLK10401CN21	BYOS	IC 021: Reusable beverage containers	9030998	1/7/2011			Awaiting examination.
KLK10401CN35	BYOS	IC 035: Sales promotion [for others]	9031200	1/7/2011			Response to notification on correction of defects due 1/16/2012; agent instructed 1/13/2012.

PATENT/TRADEMARK STATUS REPORT  
 Kleen Kanteen, Inc.  
 (Trademark Section)

MatterNo	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK10401CTM	BYOS	IC 021: Reusable beverage containers	9 641 044	1/5/2011	9 641 044	1/10/2011	Registered. Renewal due 1/5/2021.
		IC 035: Promoting public awareness of environmental, sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events					
KLK10401LP	BYOS	IC 021: Reusable beverage containers	2011-000485	1/4/2011			Registration fee paid 12/26/2011; awaiting Certificate of Registration.
KLK10402	BRING YOUR OWN STEEL	IC 021: Reusable stainless steel beverage containers for domestic use	85/079,708	7/7/2010			Allowed, first extended deadline to file statement of use 7/5/2012.
		IC 035: Promoting public awareness of environmental issues, environmental sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events					
KLK10402AU	BRING YOUR OWN STEEL	IC 021: Reusable beverage containers	1402432	1/4/2011			Registered. Renewal due 12/31/2020.
		IC 035: Promoting public awareness of environmental, sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events					


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MatterNo	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK10402CN21	BRING YOUR OWN STEEL	IC 021: 1) Bottles; 2) containers for household or kitchen use; 3) cups; 4) jugs; 5) pitchers; 9) Kitchen containers; 10) flasks; 11) enamel and plastic ware for everyday use, including basins, bowls, plates, kettles, and cups; 12) kettles, non-electric; 13) iron kettle; 14) iron pail; 15) beer mugs; 16) drinking vessels; 17) decanters; 18) drinking horns; 19) goblets; 20) mugs; 21) drinking glasses; 22) tankards; 23) buckets; 24) pails; 25) bottle gourds; 26) drinking flasks for travelers; 27) thermally insulated containers for food; 28) heat insulated containers for beverages; 29) insulating flasks; 30) vacuum bottles; 31) refrigerating bottles; 32) heat-insulated containers; 33) vessels of metal for making ices and iced drinks	9031198	1/7/2011			Response to notification on correction of defects filed 6/17/2011.
KLK10402CN35	BRING YOUR OWN STEEL	IC 035: 1) Advertising; 2) business management assistance; 3) sales and event promotion (for others); 4) business management of performing artists; 5) relocation services for businesses; 6) office machines and equipment rental; 7) drawing up of statements of accounts; 8) sponsorship search	9031197	1/7/2011			Response to notification on correction of defects due 1/24/2012; agent instructed 1/13/2012.
KLK10402CTM	BRING YOUR OWN STEEL	IC 021: Reusable beverage containers  IC 035: Promoting public awareness of environmental, sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events	9 641 085	1/5/2011	9 641 085	6/10/2011	Registered. Renewal due 1/5/2021.





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MatterNo	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK10402IP	BRING YOUR OWN STEEL	IC 021: Reusable beverage containers made of metal IC 041: Teaching knowledge about promoting public awareness of environmental, sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events	2011-000486	1/6/2011			Registration fee paid 12/26/2011; awaiting Certificate of Registration.
KLK10403	EAT, DRINK, AND BE WARY OF PLASTIC	IC 021: Reusable stainless steel beverage containers for domestic use IC 035: Promoting public awareness of environmental issues, environmental sustainability and health-related issues through sponsorship of entertainment, sporting and cultural events	85/079,723	7/7/2010			Allowed; first extended deadline to file statement of use 7/5/2012.
KLK10404	SWING LOK	IC 021: Caps and closures for reusable beverage containers	85/079,716	7/7/2010			Allowed; first extended deadline to file statement of use 8/2/2012.
KLK10404AU	SWING LOK	IC 006: Metal caps and closures for reusable beverage containers IC 021: Non-metal caps and closures for reusable beverage containers	1402434	1/3/2011	1402434	1/4/2011	Registered. Renewal due 12/31/2020.
KLK10404CN	SWING LOK	IC 021: 1) Closures for pot lids; 2) glass stoppers	9031199	1/7/2011			Response to notification on correction of defects filed 6/17/2011.
KLK10404CTM	SWING LOK	IC 021: Caps and closures for reusable beverage containers	9 641 192	1/5/2011	9 641 192	6/10/2011	Registered. Renewal due 1/5/2021.




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 Kleen Kanteen, Inc.  
 (Trademark Section)

Matter No	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK104041P	SWING LOK	IC 006: Caps made of metal and closures made of metal for reusable beverage containers	2011-000487	1/6/2011	5451609	11/18/2011	Registered. Renewal due 11/17/2021.
KLK10405	TARE IT UP	IC 020: Caps made of plastic and closures made of plastic for reusable beverage containers	85/104,580	8/10/2010			Allowed; deadline to file statement of use 2/2/2012.
KLK10405AU	TARE IT UP	IC 020: Reusable containers for bulk foods and other items purchased on a per-weight unit basis	1402443	1/4/2011			Registered. Renewal due 12/31/2020.
KLK10405CN	TARE IT UP	IC 020: 1) Pallets (Loading-); 2) containers (storage, transport); 3) trays; 4) containers (Packaging-); 5) closures, for containers	9031196	1/7/2011			Response to notification on correction of defects due 1/24/2012.
KLK10405CTM	TARE IT UP	IC 020: Reusable containers for bulk foods and other items purchased on a per-weight unit basis	9 641 226	1/5/2011	9 641 259	6/10/2011	Registered. Renewal due 1/5/2021.
KLK104051P	TARE IT UP	IC 020: Reusable containers made of metal for measuring the weight of bulk food purchased on a per-weight unit basis	2011-005853	1/31/2011	5440520	9/22/2011	Registered. Renewal due 9/21/2021.
KLK10406		IC20: Reusable containers for bulk foods and other items purchased on a per-weight unit basis	85/104,581	8/10/2010			Allowed; statement of use due 2/23/2012.

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MatterNo	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK10406AU		IC20: Reusable containers for bulk foods and other items purchased on a per-weight unit basis	1402439	1/4/2011			Registered. Renewal due 12/31/2020.
KLK10406CN		IC 20: 1) Pallets (loading-); 2) containers (storage, transport); 3) trays; 4) containers (Packaging -); 5) closures, for containers	9031195	1/7/2011			Response to notification on correction of defects due 1/24/2012.
KLK10406CTM		IC20: Reusable containers for bulk foods and other items purchased on a per-weight unit basis	9 641 226	1/5/2011	9 641 226	6/10/2011	Registered. Renewal due 1/5/2021.
KLK10406JP		IC20: Reusable containers made of metal for measuring the weight of bulk food purchased on a per-weight unit basis	2011-005854	1/31/2011	5440521	9/22/2011	Registered. Renewal due 9/21/2021.
KLK10407CN6	KLEEN KANTEEN	IC6: Sealing caps of metal; Bottle caps of metal; Bottle closures of metal; Closures of metal for containers.	8810049	11/4/2010	8810049	11/21/2011	Registered. Renewal due 11/18/2021.

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 (Trademark Section)

Matter No	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK10407CN20	KLEAN KANTEEN	IC20: Stoppers for bottles, not of glass, metal or rubber; Sealing caps, not of metal; Caps, not of metal (Bottle -); Closures (Bottle-), not of metal; Stoppers, not of metal; Closures, not of metal, for containers.	8810048	11/4/2010	8810048	11/21/2011	Registered. Renewal due 11/18/2021.
KLK10407CN21	KLEAN KANTEEN	IC21: Bottles; jugs; drinking vessels; vacuum bottles and refrigerating bottles.	8810051	11/4/2010			Response to preliminary rejection filed 8/22/2011.
KLK10407CNOPP1	Opposition against the mark KLEAN KANTEEN by Daniel Liu	IC21		11/4/2010			Awaiting opposition decision (due to backlog, decision is expected after February 2013).
KLK10407JP	KLEAN KANTEEN						Order letter in progress.
KLK10408CN6		IC6: Sealing caps of metal; Bottle caps of metal; Bottle closures of metal; Closures of metal for containers.	8810047	11/4/2010	8810047	11/21/2011	Registered. Renewal due 11/18/2021.
KLK10408CN20		IC20: Stoppers for bottles, not of glass, metal or rubber; Sealing caps, not of metal; Caps, not of metal (Bottle -); Closures (Bottle-), not of metal; Stoppers, not of metal; Closures, not of metal, for containers.	8810046	11/4/2010	8810046	11/21/2011	Registered. Renewal due 11/18/2021.
KLK10408CN21		IC21: Bottles; jugs; drinking vessels; vacuum bottles and refrigerating bottles.	8810050	11/4/2010			Response to preliminary rejection filed 8/22/2011.



PATENT/TRADemark STATUS REPORT  
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 (Trademark Section)

MatterNo	Mark	Class / Goods Description	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
KLK10408JP							Order letter in progress.
Not an AHMRT file		IC 021: Reusable stainless steel water bottles sold empty	77/598,520	10/22/2008	3642676	6/23/2009	Registered; \$8 and \$15 affidavits due 6/23/2015; \$8 affidavit and \$9 renewal due 6/23/2019.
Not an AHMRT file	ONE PLANET, ONE YOU!	IC 021: Reusable, stainless steel water bottles sold empty	77/601,612	10/27/2008	3630954	6/2/2009	Registered; \$8 and \$15 affidavits due 6/2/2015; \$8 affidavit and \$9 renewal due 6/2/2019.
Not an AHMRT file	KLEAN KANTEEN	IC 021: Reusable stainless steel water bottles sold empty that do not leak toxins into their contents	78/730,304	10/10/2005	3141907	9/12/2006	Registered; \$8 and \$15 affidavits due 9/12/12; \$8 affidavit and \$9 renewal due 9/12/2016.
KLK11401CN21(1)	KK	IC21: Bottles; jugs; drinking vessels; vacuum bottles and refrigerating bottles.	9430070	5/6/2011			Awaiting examination.
KLK11401CN21(2)	KK	IC 21: drinking vessels and food containing vessels and containers	9781633	7/29/2011			Awaiting examination.
KLK11402	KLEAN KANISTER	IC 21: Reusable containers made of stainless steel for food items	85/341,641	6/8/2011			Deadline to respond to Office action 3/27/2012.
KLK11402AU	KLEAN KANISTER	IC 21: Reusable containers made of stainless steel for food items	1431448	6/16/2011			Registration fee paid 12/28/2011; awaiting Certificate of Registration.
KLK11402CN	KLEAN KANISTER	IC 21: Reusable containers made of stainless steel for food items	9621097	6/21/2011			Awaiting examination.
KLK11402CTM	KLEAN KANISTER	IC 21: Reusable containers made of stainless steel for food items	10 073 476	6/24/2011	10 073 476	11/24/2011	Registered. Renewal due 6/24/2021.
KLK11402IP	KLEAN KANISTER	IC 21: Reusable containers made of stainless steel for food items	2011-043812	6/23/2011			Deadline to respond to office action 2/16/2012.