

9.26.02



To the Honorable Commissioner of Patents and Trademarks

102236291

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pure Fill Corporation

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: GW Services, Inc.

Internal Address: _____

Street Address: 2651 La Mirada Drive, Suite 100

City: Vista State: CA ZIP: 92083

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

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)
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: February 8, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,748,355 1,717,871
1,755,036 1,389,694

Additional numbers attached? Yes No

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

Name: Michael D. Rechten

Internal Address: Foley & Lardner

Atty. Docket No. 082985/0121

Street Address: One IBM Plaza, Suite 3300

330 North Wabash Avenue

City: Chicago State: IL ZIP: 60611-3608

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1450

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Michael D. Rechten
Name/Reg. No. 30,128

Michael D. Rechten
Signature

September 19, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

09/27/2002 DRYNE 00000126 1748355

01 FC:481
02 FC:482

40.00 OP
75.00 OP

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

Pure Fill Corporation**Bill of Sale and Assignment**

KNOW ALL MEN BY THESE PRESENTS, that pursuant to that certain Asset Purchase Agreement entered into as of the 3rd day of January 2002 among GW Services, Inc., a California corporation ("Purchaser"), Pure Fill Corporation, a Delaware corporation ("Pure Fill"), National Water Services, Inc., a Delaware corporation ("NWS"), Pure Fill Container Corporation, a California corporation ("PFC"), Pure Fill Finance Corporation, a California corporation ("PFF" and, collectively with Pure Fill, NWS and PFC, the "Companies"), Dennis DiSanto and Eileen DiSanto, as trustees of the DiSanto Family Trust and Dennis DiSanto, individually (the "Purchase Agreement"), the Companies desire to sell, convey, transfer and assign to Purchaser and its successors and assigns, free and clear of all Encumbrances (other than Permitted Encumbrances) all of the assets, properties, privileges, claims and rights that are owned, used or held for use in connection with, or that are otherwise related to or required for the conduct of, the business of any of the Companies of every kind, nature and description (other than the Excluded Assets), whether such assets, properties and rights are real, personal or mixed, tangible or intangible, wherever located, whether or not any of such assets, properties, privileges, claims and rights have any value for accounting purposes or are carried or reflected on or specifically referred to in the books of any of the Companies or financial statements, such assets and properties referred to above being referred to herein as the "Acquired Assets", which shall include, without limitation, the assets and properties described on Annex A attached hereto and by this reference made a part hereof.

Unless otherwise defined herein, the capitalized terms used herein (including in Annex A attached hereto) shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Companies, the Companies do hereby sell, convey, transfer and assign to Purchaser and its successors and assigns, free and clear of all Encumbrances, subject to and except for Permitted Encumbrances, all of Seller's rights, title and interest in, to and under all of the Acquired Assets (excluding the Excluded Assets), together with possession (or constructive possession) thereof.

TO HAVE AND TO HOLD THE SAME, and each and all thereof, unto Purchaser and its successors and assigns, to and for its own use and benefit forever.

The Companies hereby constitute and appoint Purchaser as the Companies' true and lawful attorney in fact, with full power of substitution, in its name,

place, and stead, or otherwise, but on behalf of and for the benefit of Purchaser demand and receive from time to time any and all of the Acquired Assets hereby conveyed, transferred, assigned, or intended so to be, and to get receipts and releases and in respect of the same or any part thereof.

The sales and assignments made hereunder are made in accordance and subject to the representations, warranties, covenants, limitations and provisions contained in the Purchase Agreement.

THIS BILL OF SALE AND ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

This Bill of Sale and Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

Annex A**Acquired Assets**

(a) All tangible assets and properties owned, used or held for use by any of the Companies, including automobiles, machinery and equipment, tools, furniture, office equipment, furnishings and fixtures and machinery and equipment under order or construction.

(b) All inventories, including finished goods, work-in-progress, raw materials, accessories, packaging, manufacturing, administrative and other supplies on hand, goods held for sale or to be furnished under the Contracts and other inventories owned, used or held for use by any of the Companies.

(c) All credits, prepaid expenses, deferred charges, advance payments, security deposits and deposits owned, used or held for use by any of the Companies.

(d) All Intellectual Property;

(e) All Domain Names of any of the Companies, including each of the Domain Names set forth in **Schedule 2.5(g)** to the Purchase Agreement.

(f) All of the websites of any of the Companies and all related property technologies and other related assets.

(g) Subject to **Section 1.6** of the Purchase Agreement, and except for the Excluded Contracts, the contracts listed on **Schedule 2.14** to the Purchase Agreement.

(h) Subject to **Section 1.6** of the Purchase Agreement, all franchises, approvals, permits, authorizations, licenses, orders, registrations, certificates, variances, and other similar permits or rights obtained by any of the Companies from any Government Authority and all pending applications therefore.

(i) All books, records, ledgers, files, documents (including originally executed copies of written contracts, customer and supplier lists (past, present or future), correspondence, memoranda, forms, lists, plats, architectural plans, drawings and specifications, copies of documents evidencing Intellectual Property, new product development materials, creative materials, advertising and promotional materials, studies, reports, sales and purchase correspondence, books of account and records relating to the employees, photographs, quality control records and procedures, equipment maintenance records, manuals and warranty information, research and development files, in each case, whether in hard copy or magnetic format, of any of the Companies.

(j) All rights or choses in action arising out of occurrences before or after the Closing Date, including third party warranties and guarantees and all related claims, credits, rights of recovery and set-off and other similar contractual rights, as to third parties held by or in favor of any of the Companies.

Schedule 2.5
Intellectual Property

TRADEMARKS

Federal Registrations

Trademark	Registration No.	Registration Date
COMBO PACK	1,748,355	01/26/93
WINDOW VEND	1,755,036	03/02/93
PURE FILL	1,717,871	09/22/92
PURE SYSTEMS (and Design)	1,389,694	04/15/86

Nevada State-Registrations

Trademark	Registration No.	Registration Date
PURE SYSTEMS (and Design)	21548 2359	02/09/88 10/16/89

COPYRIGHTS

Copyright	Registration No.	Registration Date
OUR PROCESS FOR CONSISTENT HIGH QUALITY WATER	Vau123236	08/10/87
H2O TO GO	TX2622489	05/18/89

(FRI) 11:30 TRIEBSCHE & FRAMPTON

TEL: 209-667-6157

P. 003

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OF

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IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed by their duly authorized officers as of the 8th day of February 2002.

Pure Fill Corporation

By: Kenneth Sumner
Name: Kenneth Sumner
Title: President

National Water Services, Inc.

By: Kenneth Sumner
Name: Kenneth Sumner
Title: President

Pure Fill Container Corporation

By: Kenneth Sumner
Name: Kenneth Sumner
Title: President

Pure Fill Finance Corporation

By: Kenneth Sumner
Name: Kenneth Sumner
Title: President

ACKNOWLEDGED AND AGREED as of the ___ day of February 2002:

GW Services, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed by their duly authorized officers as of the ___ day of February 2002.

Pure Fill Corporation

By: _____
Name: _____
Title: _____

National Water Services, Inc.

By: _____
Name: _____
Title: _____

Pure Fill Container Corporation

By: _____
Name: _____
Title: _____

Pure Fill Finance Corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED as of the 8th day of February 2002

GW Services, Inc.

By: Brian McInerney
Name: Brian McInerney
Title: CEO