



10-29-2002



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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 16-23-02  
 Magic House AB

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 9/16/2002

2. Name and address of receiving party(ies)  
 Name: Aqua Vie Beverage Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. Box 6759  
 City: Ketchum State: ID Zip: 83340

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76007915  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

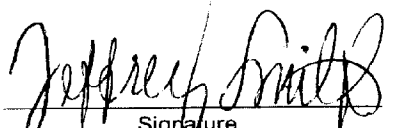
5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jeffrey A. Smith, Esq.  
 Internal Address: Suite 1400  
 \_\_\_\_\_  
Millen, White, Zelano & Branigan, P.C.  
 Street Address: 2200 Clarendon Boulevard  
 \_\_\_\_\_  
 City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Jeffrey A. Smith            October 23, 2002  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 3

10/28/2002 LMUELLER 00000225 76007915

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

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made this 16 of September, 2002, between **Magic House AB**, a company organized and existing under the laws of Sweden, with its principal place of business located at Skeppsbron 36, SE-111 30 Stockholm, Sweden (hereinafter "**Assignor**"), and **Aqua Vie Beverage Corporation**, a Delaware corporation having its principal place of business at P.O. Box 6759, Ketchum, Idaho U.S.A. 83340 (hereinafter "**Assignee**").

**WHEREAS**, Assignor is the owner of United States Trademark Application Number 76/007915 for the mark WATER FOR LIFE for beers, mineral and aerated waters and non-alcoholic drinks, namely, fruit flavored soft drinks, soft drinks flavored with tea, carbonated soft drinks, non-carbonated soft drinks, energy enhancing and energy restoring carbonated and non-carbonated flavored drinks, and concentrates, syrups or powders used in the preparation of soft drinks in International Class 32 (hereinafter "the Mark");

**WHEREAS**, pursuant to the Agreement executed by the parties on Sept. 16, 2002, the terms of which the parties agree shall govern the assignment, use and registration of the marks identified therein, the Assignor has agreed to sell, transfer and assign the Mark to Assignee and Assignee accepts the assignment;

**NOW THEREFORE**, in exchange for One Thousand Two Hundred and Fifty Dollars (US \$1250.00) and other valuable consideration, hereby acknowledged by the parties, the parties agree as follows:

1. **Assignment.** Assignor represents that it is the sole owner, creator and party in interest in the Mark. Assignor assigns to Assignee, its successors and assigns, all rights, title, goodwill, and business interest in the Mark, including the right to sue in respect of all infringements of the Mark which may have occurred prior to and subsequent to, the date of this Agreement, and the right to all remedies at law and equity, including damages and an account of the profits and conversion damages in respect of such infringements.
2. **Use and Registration of Mark.** Assignor agrees not to use or register in the United States any identical or similar Mark that is likely to cause confusion, mistake, or deceive consumers as to the source of the Mark and the associated goods.
3. **Amendment.** Any amendment to this Agreement shall be in writing and mutually agreed upon by the parties.

4. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties, their respective owners, heirs, successors, assigns, and licensees.
5. **Scope.** This Agreement constitutes the entire understanding between the parties and is executed as their free act and deed.
7. **Authority.** Assignor and Assignee represent that each has the sole, exclusive, and binding authority to enter into this Agreement and that all rights and interests transferred herein are owned exclusively by Assignor and Assignee, respectively.
8. **Severability.** The invalidity, illegality, or unenforceability of any provision in this Agreement shall not in any way affect, impair, invalidate, or render unenforceable this Agreement or any other provision thereof.
9. **Choice of Law.** This Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Illinois.
10. **Forum.** Any dispute that arises under this Agreement shall be brought before the United States District Court for the Northern District of Illinois.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf.

**MAGIC HOUSE AB**

By: 

Title: Managing Director

Date: 10/9 - 02

Witness:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AQUA VIE BEVERAGE CORPORATION**

By: 

Title: CEO

Date: 10/16/02

Witness:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_