	Form PT7)-1594 RE (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE U.S. Patient and Trademark Office	
	Tab settings ⇒⇒⇒ ▼	278160	
[	To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.	
	1. Name of conveying party(ies): 11-6-02	2. Name and address of receiving party(ies)  Name: CLEARWATEX INTERMATISMAL L.L.C.	
	CLEARWATER, Inc.	Internal Address: Suite 600	
	☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 575 POST OAK BLUD.	
	Corporation-State  Other	City: Houstow State: TX Zip: 77027	
	Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No	Association	
1	3. Nature of conveyance:	General Partnership	
	Assignment Merger	Limited Partnership	
	Security Agreement	Other Limited Lisbility Company	
	Other	If easignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from easignment)  Additional name(s) & address(es) attached? Yes No	
Ì	4. Application number(s) or registration number(s):		
į	A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	76/346,504	2,635,205	
		lached Yes Dr No	
	5. Name and address of party to whom correspondence concerning document should be mailed:	6. I otal number of applications and registrations involved:	
1	Name: WILLIAM L. KRAYER	(- 00	
į	Internal Address:	7. Total fee (37 CFR 3.41)	
İ		Authorized to be charged to deposit account	
		Admonzed to be charged to deposit account	
	Street Address: 1771 HELEN DR	8. Deposit account number:	
	City: PITTSBURGH State: PA Zip: 15216	(Attach duplicate copy of this page if paying by deposit account)	
}	DO NOT USE	THIS SPACE	
	<ol> <li>Statement and signature.</li> <li>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.</li> </ol>		
	WILLIAM L. KRAYER Wini	Zkm Nov. 1, 2002	
V	Name of Person Signing Si	gnature Date	
44 /40 /0000	Total number of pages including cover	required cover sheet information to:	
11/08/2002 DE 01 FC:8521		rademarks, Box Assignments	

## Attachment to form PTO-1594 Recordation form Cover Sheet TRADEMARKS ONLY

### Additional Number(s)

## A. Trademark Application Numbers

# B. Trademark Registration Numbers

76/346,418
76/346,597
76/364,221
76/364,222
76/365,461
76/366,005
76/366,106
76/366,107
76/366,109
76/366,110
76/367,610
76/367,611
76/367,636
76/367,639
76/367,655
76/373,575
76/373,577
76/373,592
76/373,576
76/374,832

2,006,325 2,028,603 2,617,031 2,604,845 2,612,723 2,612,724 2,612,725 2,618,256 2,624,929 2,624,935 2,624,935 2,624,937 2,635,204

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#### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made this 23<sup>rd</sup> day of October, 2002, by and between Clearwater, Inc., a Pennsylvania corporation, Transit Energy Systems, Inc., a Delaware corporation, Clearwater Specialty Chemical Company, a Nova Scotia company, PriTech International, Inc., a Texas corporation, CWI International, Inc., a Delaware corporation, and Clearwater International, L.L.C., a Delaware limited liability company.

WHEREAS, Clearwater, Inc., Transit Energy Systems, Inc., Clearwater Specialty Chemical Company, Pritech International, Inc., and CWI International, Inc. (individually and collectively referred to as "CLEARWATER") is the sole and exclusive owner of all rights, title and interest in and to the trademarks, service marks, and any and all applications therefor listed on the attached Appendix A ("Trademark Assets"); and

WHEREAS, Clearwater International, L.L.C., 515 Post Oak Blvd., Suite 600, Houston, Texas 77027, USA, hereinafter referred to as "ASSIGNEE", is desirous of acquiring all rights, title and interest in the Trademark Assets.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by CLEARWATER, CLEARWATER has assigned, sold, transferred and set over and by these presents does hereby assign, sell, transfer and set over unto said ASSIGNEE the all rights, title and interest in and to said Trademark Assets, including but not limited to: (a) all world-wide rights therein, (b) all goodwill associated therewith, and (c) all United States and foreign trademarks which shall issue on any pending trademark applications forming part of Trademark Assets,, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by CLEARWATER, had this Assignment and sale not been made.

CLEARWATER covenants and agrees that it will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and to all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE (a) obtain trademark registrations, both domestic and foreign, as part of Trademark Assets, (b) establish, maintain and secure title in said ASSIGNEE, it successors and assigns to said Trademark Assets, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Trademark Assets against any and all infringers, and perform such other acts are necessary to give full force and effect to this Assignment.

CLEARWATER hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the respective Trademark Offices around the world to issue all trademark registrations forming part of and arising out of trademark applications forming part of Trademark Assets to said ASSIGNEE, its successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREO	F, the parties hereto have duly executed this Assignment as of
the date first above written.	

	CLEARWATER:
	CLEARWATER, INC.
	By: Kevin W. Smith Title: CEO
STATE OF Yennsylvania §	
This instrument was acknowledged  Kevin W. Smith. CFO  corporation, on behalf of said corporation.	before me on <u>October 25</u> , 2002, by of Clearwater, Inc., a Pennsylvania
My Commission Expires:  Notarial Linda A. Bogesdorfe City of Pittsburgh, A My Commission Expir	Seal  Seal  Wotary Public  Western County
My Commission Expir Member, Pennsylvania As	
·	By:
STATE OF Penusylvania.  S  COUNTY OF Allecheny.  S	
J '	d before me on before 25, 2002, by
Kevin W. Smith CEC	a concern and concern and a concern a concern and a concer
corporation, on behalf of said corporation.  My Commission Expires:	Brida C. Bosparfer
Linda A. Bogesdorfer, I City of Pittsburgh, Alle My Commission Expires	Notary Public gheny County June 29, 2003
17455   1765110611 611169174111AMBU	erment on the second state

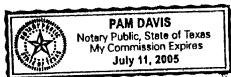
# CLEARWATER SPECIALTY CHEMICAL COMPANY

	- K 112/2
	Name: Kevin W. South
	Title: President
Л	
STATE OF Jansylvania	\$
COUNTY OF Allegheny	\$ \$
,	acknowledged before me on Lober 25, 2002, by
Kevin W. Smith	President of Clearwater Specialty Chemical Company,
a Nova Scotia company, on beha	
My Commission Expires:	Jones a Despotation
The state of the s	Notary Public
	Notarial Scal Linda A. Bogesdorfer, Notary Public City of Pittsburgh, Allegheny County My Commission Expires June 29, 2003
	Member, Pennsylvania Association of Notation NTERNATIONAL, INC.
,	
	By: LWh
•	Name: Kevin W. Smith
1	Title:
STATE OF Pennsylvania	8
STATE OF JEMPS YIVENIES	
COUNTY OF Allecheny	§
J 1	6/11
This instrument was	
corporation, on behalf of said c	
corporation, on behan or said c	orporation.
My Commission Expires:	Dida a Basslofe
	Notary Public -
	Notarial Seal Linda A. Bogesdorfer, Notary Public City of Pittsburgh, Allegheny County My Commission Expires June 29, 2003
	Marchay Connection of Antarias

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# CWI INTERNATIONAL, INC.

		By: Kevin W. Smith
$\wedge$		Title: CEO
STATE OF Jennsyl	•	
COUNTY OF Alleg	heny §	0.
This instrum	ent was acknowledged	before me on Colober 25, 2002, by
	ith CEO	of CWI International, Inc., a Delaware
corporation, on behal	f of said corporation.	
My Commission Exp	ires:	Huda (1. Dochsterder Notary Public
	Notarial Seal Linda A. Bogesdorfer, Notary Public City of Pittsburgh, Allegheny Count My Commission Expires June 29, 20	<b>y</b> 03
	Member, Pennsylvania Association of Nota	ASSIGNEE:
•		CLEARWATER INTERNATIONAL, L.L.C.
		By: But M. Mat.
	÷	Name: <u>Purt In. Martin</u> Title: <u>Senior Vice Aesident</u>
STATE OF TEXAS	§	
COUNTY OF HARI	us §	
Buff M. Martin	Senior Vice	before me on October 23, 2002, by President of Clearwater company, on behalf of said company.
My Commission Exp	oires:	Pam Davis Notary Public
	PAM DAVIS	



17455.1

#### APPENDIX - A

The following US Trademarks and Trademark applications, and any and all foreign counterparts thereto:

Appl. No.:	Reg. No.;	Mark:
75473502		FIZZYTABS
75909549		ENVIROKOOL
76182422		THERMOGREEN
76346418		ALPHA-BREAK
76346504		ALPHA-CLEAN
76346597		ALPHA-CLEAR
76364221		CLEAR-CHEK
76364222		SULFA-CLEAR
76365461		FLX BUBBLES
76366005	*	FE OXCLEAR
76366106		PSI MINUS
< 76366107		PSI MINUS ACID
76366109		DESICCANT Z
76366110		POLY-FOAMER
76366219		BTF
76367610	•	NA-MINUS
76367611		CLEAR-BLOCK
76367636		SCALE CLEAR
76367639		BRINE BLOCK
76367640		MET-CLEAR
76367655		CLEAR-CLEAN
76373575		PARA-SOL II
76373577		CLEAR AIR
76373592		CLEAR-DRILL
76373576		CLEARTENE 100
76374832		<b>BIO-CLEAR</b>
75022838	2006325	HYDRO-LITH
75023188	2028603	XENTRITE
76182456	2617031	ENVIRO-KOOL
76346503	2604845	THERMOGREEN
76353309	2612723	ENVIROHIB
76353310	2612724	CAT-FOAM
76353311	2612 <b>7</b> 25	AMPHOAM
763 <b>660</b> 04	2618256	ULTRA FLO
76366841	2624929	VARIHIB-6N1
76367637	2624935	PARA CLEAR
76367638	2624936	PARA-MINUS
76367656	2624937	CLEAR-COOL
76366466	2635204	COR-CLEAR
76366467	2635205	PENN CLEAR

**RECORDED: 11/06/2002**