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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record

6-6-03
2003 JUN -6 PM 2:21
FINANCE SECTION

1. Name of conveying party:

World Water Systems, Inc.

(X) Corporation - California

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

2. Name and address of receiving party:

Name: Darrel Wayne Jones Heirs' Trust

Street Address: 4419 Harbor Drive

City: Hemet State: CA ZIP: 92545

(X) Other: Trust

If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached?

() Yes (X) No

3. Nature of conveyance:

(X) Assignment

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) August 6, 1999

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

a. Trademark Application No(s):

b. Trademark Registration No(s):

~~2,015,587~~
2,056,932

Additional numbers attached? () Yes (X) No

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

Name: Edward A. Schlatter
KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

Internal Address: Fourteenth Floor

Street Address: 2040 Main Street

City: Irvine State: CA ZIP: 92614

Attorney's Docket No.: COFWWS.000GEN

7. Total fee (37 CFR 1.21(h)): \$65

(X) Enclosed

(X) Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 2

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.

Edward A. Schlatter

Name of Person Signing

Signature

June 3, 2003

Date

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

06/10/2003 DBYRNE

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01 FC:0521
02 FC:0522

40.00 DP
25.00 DP

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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment (the "Assignment"), effective August 6, 1999, is made by WORLD WATER SYSTEMS, INC., a California corporation ("Assignor"), for the benefit of the DARREL WAYNE JONES HEIRS' TRUST, Dated July 20, 1999 ("Assignee").

WHEREAS, Assignor is the exclusive owner of the intellectual property rights, including, without limitation, certain trademarks, internet domain names and other intellectual property described on Exhibit A and any trade name, trademarks, service marks, and other manifestations of the goodwill of the business associated therewith ("Intellectual Property Rights") and the goodwill of the business associated with the Intellectual Property Rights;

WHEREAS, pursuant to a certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of August 6, 1999 (the "Agreement"), Assignor agreed to assign to Assignee its entire right, title and interest in and to the Intellectual Property Rights.

WHEREAS, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Rights, together with the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "Property").

Assignor hereby authorizes and requests Network Solutions, Inc., the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.

Assignor hereby agrees not to use or seek registration of, now or in the future, any trade name, trademark, service mark, domain name or other indicia of origin or source that is colorably similar to, or may create any potential (including, without limitation, a likelihood of) confusion with, the Property.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee, including,

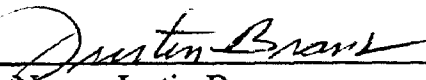
without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of all internet domain names listed on Exhibit A.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of California.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date first above written.

WORLD WATER SYSTEMS, INC.

By: 
Name: Justin Branson
Title: President