

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Share Purchase Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Victor, Dianne, Michael, Melissa Lasko		02/28/2002	INDIVIDUAL:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Culligan of Canada, Ltd.
<b>Street Address:</b>	One Culligan Parkway
<b>Internal Address:</b>	c/o U.S. Filter Corp.
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	CORPORATION: CANADA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2124925	THE WATERMARKET

**CORRESPONDENCE DATA**

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<b>NAME OF SUBMITTER:</b>	Heather B. LaBrecque

Total Attachments: 15  
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CH \$40.00 2124925

**VICTOR LASKO, DIANNE LASKO,  
MICHAEL LASKO and MELISSA LASKO**

**- and -**

**CULLIGAN OF CANADA, LTD.**

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**AGREEMENT FOR THE PURCHASE OF ALL OF THE SHARES OF  
FOCUS MARKETING LTD.**

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**DATED as of February 28, 2002**

50300248.8

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**TRADEMARK  
REEL: 002746 FRAME: 0274**

**TABLE OF CONTENTS**

**Page**

**ARTICLE I  
DEFINITIONS: CONSTRUCTION**

1.1 Definitions..... 1  
1.2 Construction..... 5

**ARTICLE II  
THE TRANSACTION**

2.1 Sale and Purchase of Company Shares and Shareholder Loans ..... 5  
2.2 Purchase Price ..... 5  
2.3 Additional Purchase Price ..... 5  
2.4 Closing ..... 6  
2.5 Post-Closing Purchase Price Adjustment..... 6  
2.6 Payment..... 6  
2.7 Closing Balance Sheets ..... 6  
    (a) Preliminary and Adjusted Closing Balance Sheets..... 6  
    (b) Delivery of Adjusted Closing Balance Sheet..... 7  
    (c) Arbitration..... 7  
    (d) Final Closing Balance Sheet ..... 7

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLERS**

3.1 Organization..... 7  
3.2 Authorization; Enforceability ..... 8  
3.3 Residence of Sellers ..... 8  
3.4 Company Shares; Capitalization..... 8  
3.5 Subsidiaries and Investments ..... 8  
3.6 Qualification ..... 8  
3.7 No Violation of Laws or Agreements; Consents ..... 8  
3.8 Financial Information..... 9  
    (a) Records ..... 9  
    (b) Financial Statements ..... 9  
    (c) Loans to Shareholders..... 9  
    (d) Undisclosed Liabilities..... 9  
    (e) No Overdue Liabilities..... 10  
    (f) No Changes..... 10  
3.9 Taxes ..... 10  
    (a) Tax Returns; Payment..... 10  
    (b) Withholding and Remittances..... 11  
    (c) Depreciable Property..... 11

**TABLE OF CONTENTS**

		<b>Page</b>
	(d) Capital Gains.....	11
3.10	Inventory.....	11
3.11	Receivables.....	11
3.12	Condition of Assets; Business; Title.....	11
	(a) Condition of Assets; Business.....	11
	(b) Title.....	12
3.13	No Pending Litigation or Proceedings.....	12
3.14	Contracts; Compliance.....	12
3.15	Permits; Compliance With Law.....	13
3.16	Real Property.....	13
3.17	Transactions With Related Parties.....	13
3.18	Labour Relations.....	13
3.19	Products Liability; Warranties.....	14
3.20	Insurance.....	14
3.21	Intellectual Property Rights.....	14
3.22	Employee Benefits.....	14
	(a) Benefit Plans; Company Plans.....	14
	(b) Company Affiliate Matters; Funding.....	15
	(c) Compliance.....	15
	(d) No Defined Benefit Plans.....	15
3.23	Environmental Matters.....	15
	(a) Compliance; No Liability.....	15
	(b) Notices; Existing Claims; Certain Regulated Materials.....	15
	(c) Sellers' Disclosure.....	15
3.24	Customer Relations.....	15
3.25	Finders' Fees.....	16
3.26	Disclosure.....	16

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER**

4.1	Organization.....	16
4.2	Authorization; Enforceability.....	16
4.3	No Violation of Laws; Consents.....	16
4.4	No Pending Litigation or Proceedings.....	16
4.5	Finders' Fees.....	17

**ARTICLE V  
CERTAIN COVENANTS**

5.1	Conduct of Business Pending Closing.....	17
	(a) Ordinary Course; Compliance.....	17

**TABLE OF CONTENTS**

		<b>Page</b>
	(b) Transactions .....	17
5.2	Access, Information and Documents .....	17
5.3	Certain Tax Matters .....	17
	(a) Tax Returns and Payment of Taxes for Periods Through the Closing Date.....	17
	(b) Carrybacks .....	18
	(c) Mutual Cooperation .....	18
	(d) Post-Closing Seller Taxes .....	18
5.4	Covenant Not to Compete.....	18
5.5	Publicity .....	18
5.6	Fulfilment of Agreements .....	18
5.7	Extinguishment of Loans .....	18
5.8	Employment Agreement .....	19
5.9	Solicitation .....	19

**ARTICLE VI  
CONDITIONS TO CLOSING; TERMINATION**

6.1	Conditions Precedent to Obligation of Buyer .....	19
	(a) Bringdown of Representations and Warranties; Covenants .....	19
	(b) Litigation.....	19
	(c) No Material Adverse Change.....	19
	(d) Schedules to the Agreement.....	19
	(e) Compliance with Environmental Laws.....	19
	(f) Closing Certificate; Closing Documents .....	20
	(g) Closing Documents .....	20
	(h) Environmental Assessment .....	20
	(i) Inventory Count .....	20
	(j) Other Assessments and Reviews .....	20
	(k) Buyer Approvals .....	20
6.2	Conditions Precedent to Obligation of Sellers.....	20
	(a) Bringdown of Representations and Warranties; Covenants .....	20
	(b) Litigation.....	20
	(c) Closing Certificate .....	21
	(d) Closing Documents .....	21
6.3	Deliveries at the Closing by Sellers .....	21
6.4	Deliveries at the Closing by Buyer .....	22
6.5	Termination.....	22

**TABLE OF CONTENTS**

		<b>Page</b>
<b>ARTICLE VII</b>		
<b>SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION</b>		
7.1	Survival of Representations .....	22
7.2	Indemnification by Sellers .....	23
	(a) Nature of Indemnity .....	23
	(b) Lower and Upper Limits .....	23
7.3	Indemnification by Buyer .....	23
7.4	Holdback .....	24
7.5	Time Period .....	24
	(a) Indemnification by Seller .....	24
	(b) Indemnification by Buyer .....	24
7.6	Fraud; Intentional Misrepresentation .....	24
7.7	Notice of Claims .....	24
7.8	Third Party Claims .....	25
7.9	Good Faith Efforts to Settle Disputes .....	25
7.10	Payment .....	25
7.11	Interest on Claims .....	25

**ARTICLE VIII**  
**MISCELLANEOUS**

8.1	Costs and Expenses .....	26
8.2	Further Assurances .....	26
8.3	Notices .....	26
8.4	Currency .....	27
8.5	Offset; Assignment; Governing Law .....	27
8.6	Amendment and Waiver; Cumulative Effect .....	28
8.7	Entire Agreement; No Third Party Beneficiaries .....	28
8.8	Severability .....	28
8.9	Counterparts .....	28
8.10	Legal Fees .....	29

**List of Exhibits and Schedules**

**Exhibits**

3.8(b)	-	Financial Statements of the Company
5.4	-	Non Competition Agreement
5.8	-	Employment Agreement
6.1	-	Sellers's Closing Certificate
6.2	-	Buyer's Closing Certificate
6.4(d)	-	Opinion of Buyer's Counsel

**TABLE OF CONTENTS**

<u>Schedules</u>		<b>Page</b>
3.5	- Subsidiaries and Investments	
3.7	- Consents Required	
3.8(d)	- Undisclosed Liabilities	
3.8(e)	- Overdue Liabilities	
3.8(f)	- Changes since the date of the Financial Statements	
3.9(a)	- Tax Returns which are being contested	
3.9(c)	- Depreciable Property	
3.11	- Outstanding Receivables	
3.12(a)	- Assets not included in Financial Statements	
3.12(b)	- Encumbrances	
3.13	- Pending Litigation	
3.14	- Contracts	
3.14(b)	- Breached Contracts	
3.15	- Permits	
3.17	- Related Party Transactions	
3.18	- Labour Relations	
3.19	- Express Product Warranties	
3.20	- Insurance Policies	
3.21	- Intellectual Property	
3.22	- Employee Benefit Plans	
3.23	- Environmental Matters	
3.24	- Customer Relations	

## SHARE PURCHASE AGREEMENT

This Agreement is made as of February 28, 2002.

B E T W E E N:

**VICTOR LASKO, DIANNE LASKO, MICHAEL LASKO and  
MELISSA LASKO**

(the "Sellers")

-and-

**CULLIGAN OF CANADA, LTD.**  
(the "Buyer")

Sellers are the registered and/or beneficial holders of and desire to sell all of the issued and outstanding shares of Focus Marketing Ltd. (the "Company"), consisting of 100 Class A Non-Voting Common shares and 73 Class B Voting Common shares (the "Company Shares") to Buyer, and Buyer desires to purchase the Company Shares, on the terms and subject to the conditions set forth below. In consideration of the representations, warranties, covenants and agreements contained herein, Sellers and Buyer, each intending to be legally bound hereby, agree as set forth below.

### ARTICLE I DEFINITIONS: CONSTRUCTION

1.1 **Definitions.** As used in this Agreement, the following terms have the meanings specified in this Section 1.1. All accounting terms not specifically defined herein shall be construed in accordance with Accounting Principles.

"Accounting Principles" means those accounting principles which are recognized as being generally accepted in Canada as set out in the handbook published by the Canadian Institute of Chartered Accountants, applied on a basis consistent with past practices, except that no item shall fail to be included or excluded on the basis of materiality.

"Additional Purchase Price" has the meaning given that term in Section 2.3.

"Adjusted Closing Balance Sheet" has the meaning given that term in Section 2.7.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person.

"Agreement" means this share purchase agreement including the Exhibits and Schedules to this Agreement, as it may be amended or supplemented from time to time.



**"Benefit Plan"** has the meaning given that term in Section 3.22(a).

**"Business"** means the retail sale or distribution of water through self serve vended water units, and any other business currently conducted by the Company.

**"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Vancouver.

**"Buyer"** means Culligan of Canada, Ltd., a corporation incorporated pursuant to the laws of Canada.

**"Buyer Damages"** has the meaning given that term in Section 7.2.

**"Buyer Indemnitees"** has the meaning given that term in Section 7.2.

**"Closing"** has the meaning given that term in Section 2.4.

**"Closing Date"** means March 4, 2002, or such earlier or later date as may be agreed by the parties.

**"Company"** means Focus Marketing Ltd., a company incorporated under the laws of the Province of British Columbia and doing business as The Watermarket.

**"Company Plan"** has the meaning given that term in Section 3.22(a).

**"Company Shares"** has the meaning given that term in the introductory paragraph of this Agreement.

**"Contract"** and **"Contracts"** have the respective meanings given those terms in Section 3.14.

**"Damages"** has the meaning given that term in Section 7.5.

**"Defined Benefit Plan"** has the meaning given that term in Section 3.22(d).

**"Effective Date"** means February 28, 2002.

**"Employees"** has the meaning given that term in Section 3.18.

**"Encumbrance"** means any liability, debt, mortgage, deed of trust, pledge, security interest, encumbrance, option, right of first refusal, agreement of sale, adverse claim, easement, lien, assessment, restrictive covenant, encroachment, burden or charge of any kind or nature whatsoever or any item similar or related to the foregoing.

**"Environmental Law"** means any applicable Law relating to public health and safety or protection of the environment, including common law nuisance, property damage and similar common law theories.

**"Final Closing Balance Sheet"** has the meaning given that term in Section 2.7.

**"Financial Statements"** has the meaning given that term in Section 3.8(b).

**"Governing Documents"** means, with respect to any Person who is not a natural Person, the certificate of incorporation, memorandum and articles, shareholder agreement, or governing agreement and other charter documents or organization or governing documents or instruments of such Person.

**"Governmental Body"** means any court, government (federal, provincial, local or foreign), department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or instrumentality.

**"Holdback"** has the meaning given that term in Section 7.4.

**"Holdback Funds"** has the meaning given that term in Section 2.6.

**"Indemnified Party"** has the meaning given that term in Section 7.5.

**"Indemnifying Party"** has the meaning given that term in Section 7.5.

**"Initial Purchase Price"** has the meaning given to that term in Section 2.2.

**"Intellectual Property"** has the meaning given that term in Section 3.21.

**"Law"** means any applicable federal, provincial, municipal, local or foreign statute, law, ordinance, rule, regulation, judgment or order of any kind or nature whatsoever including any public policy, order of any Governmental Body or principle of common law.

**"Litigation"** has the meaning given that term in Section 3.13.

**"Other Agreement"** means each other agreement or document contemplated hereby to be executed and delivered in connection with the transactions contemplated by this Agreement on or before Closing.

**"PCBs"** means polychlorinated biphenyls.

**"Permit" and "Permits"** have the respective meanings given those terms in Section 3.15.

**"Person"** means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization, a business, any other legal entity, and a Governmental Body.

**"Post-Closing Purchase Price Adjustment"** shall have the meaning given that term in Section 2.5.

**"Preliminary Closing Balance Sheet"** has the meaning given that term in Section 2.7.

**"Prime Rate"** means the prime rate of interest per annum quoted by Canadian Imperial Bank of Commerce ("CIBC") from time to time as its reference rate of interest for Canadian dollar demand loans made to its commercial customers in Canada and which CIBC refers to as its "prime rate", as such rate may be changed from time to time.

**"Purchase Price"** has the meaning given that term in Section 2.2.

**"Real Property"** has the meaning given that term in Section 3.16.

**"Receivables"** has the meaning given that term in Section 3.11.

**"Regulated Material"** means any hazardous substance as defined by any Environmental Law and any other material regulated by any applicable Environmental Law, including petroleum, petroleum-related material, crude oil or any fraction thereof, PCBs, and asbestos.

**"Related Party"** means (i) Sellers, (ii) any Affiliate of Sellers, including the Company, (iii) any officer or director of any Person identified in clauses (i) or (ii) preceding, and (iv) any spouse, sibling, ancestor or lineal descendant of any natural Person identified in any one of the preceding clauses.

**"Safeway Contract"** means the contract dated February 18, 1998, as amended to extend the expiration of the term to February 29, 2004, between the Company and Canada Safeway Ltd. relating to the in-store placement of self serve vended bulk water units and the retail sale of water thereby.

**"Security Right"** means, with respect to any security, any option, warrant, subscription right, preemptive right, other right, proxy, put, call, demand, plan, commitment, agreement, understanding or arrangement of any kind relating to such security, whether issued or unissued, or any other security convertible into or exchangeable for any such security. **"Security Right"** includes any right relating to issuance, sale, assignment, transfer, purchase, redemption, conversion, exchange, registration or voting and includes rights conferred by statute, by the issuer's Governing Documents or by agreement.

**"Sellers"** means Victor Lasko, Dianne Lasko, Michael Lasko and Melissa Lasko and **"Seller"** means any one of them.

**"Sellers Damages"** has the meaning given that term in Section 7.3.

**"Sellers Indemnitees"** has the meaning given that term in Section 7.3.

**"Shareholder Loans"** means the aggregate amount of \$645,788 owing by the Company to the Sellers as of the Closing Date.

**"Subsidiary"** means any corporation, partnership, joint venture or other entity of which the Company owns, directly or indirectly, more than 20% of the outstanding voting securities or equity interests.

**"Tax"** means any domestic or foreign federal, state, provincial, municipal or local tax, levy, impost or other charge of any kind whatsoever, including any interest or penalty thereon or addition thereto, whether disputed or not.

**"Tax Return"** means any return, declaration, remittances, report, claim for refund, or information return or statement relating to any Tax, including any schedule or attachment thereto, and including any amendment thereof.

threatened against, involving, affecting or potentially affecting the Company. The Company has not engaged in any unfair labour practices, nor is any complaint against the Company pending or, to the knowledge of Sellers or the Company, threatened regarding any alleged unfair labour practices by or on behalf of any employee of the Company. The Company has no contingent liability for sick leave, vacation time, severance pay or any similar item. To the knowledge of Sellers or the Company, the Company has no contingent liability for any occupational disease or injury to any of its employees, former employees or others. Neither the execution and delivery of this Agreement, the performance of the provisions hereof nor the consummation of the transactions contemplated hereby will trigger any severance pay obligation under any contract or under any Law.

**3.19 Products Liability; Warranties.** The Company shall have no liability after the Closing Date not fully covered by insurance or warranties relating to any product manufactured, distributed or sold by the Company prior to the Closing Date, whether or not such liability relates to products that are defective or improperly designed or manufactured or in breach of any express or implied product warranty. The attached Schedule 3.19 discloses and describes the terms of all express product warranties under which the Company may have liability after the Closing Date.

**3.20 Insurance.** The attached Schedule 3.20 discloses all insurance policies with respect to which the Company is the owner, insured or beneficiary. Such policies are reasonable, in both scope and amount, in light of the risks attendant to the Business. The Company will not have any liability after the Closing for retrospective or retroactive premium adjustments, except as disclosed in the attached Schedule 3.20. For the past five (5) years, all insurance policies covering products liability and general liability maintained by or for the benefit of the Company have been "occurrence" policies and not "claims made" policies. The attached Schedule 3.20 discloses the manner in which the Company provides coverage for workers' compensation claims.

**3.21 Intellectual Property Rights.** The attached Schedule 3.21 discloses all of the trade names, logos, registered and unregistered trade-mark rights (whether used with wares or services), industrial designs and applications for registration of industrial designs, copyrights, and patents, as well as applications and licenses of any of the foregoing, owned or used by the Company in or applicable to the Business. The Company has the entire right, title and interest in and to, or has the exclusive perpetual royalty-free right to use, the intellectual and industrial property rights disclosed on the attached Schedule 3.21 and all other processes, know-how, show-how, formulae, trade secrets, inventions, discoveries, improvements, blueprints, specifications, drawings, designs, and other proprietary rights necessary or applicable to or advisable for use in the Business ("Intellectual Property"), free and clear of all Encumbrances. The attached Schedule 3.21 separately discloses all Intellectual Property under license. The Intellectual Property is valid and not the subject of any interference, opposition, re-examination or cancellation. To the knowledge of Sellers or the Company, no Person is infringing upon nor has any Person misappropriated any Intellectual Property, save and except for the matter described in Schedule 3.21. The Company is not infringing upon the intellectual property rights of any other Person.

conditions, express or implied, oral or written. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder, except the provisions of Sections 7.2 and 7.3 relating to Buyer Indemnitees and Sellers Indemnitees.

**8.8 Severability.** If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any rule of Law in any particular respect or under any particular circumstances, such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

**8.9 Counterparts.** This Agreement may be executed in two or more counterparts including by facsimile transmission, each of which shall be deemed an original and all of which taken together, shall be deemed to constitute a fully executed original.

**8.10 Legal Fees.** If either party commences or is made a party to an action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party all legal fees, costs and expenses (including any Taxes imposed on such fees, costs and expenses) incurred in connection with such action or proceeding or any appeal or enforcement of any judgment obtained in any such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CULLIGAN OF CANADA, LTD.

By: [Signature]

Title: Vice President

Signed in the presence of: )  
)  
)  
Name )  
)  
Signature )  
)  
Address )  
)  
)  
Occupation )

VICTOR LASKO

conditions, express or implied, oral or written. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder, except the provisions of Sections 7.2 and 7.3 relating to Buyer Indemnitees and Sellers Indemnitees.

**8.8 Severability.** If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any rule of Law in any particular respect or under any particular circumstances, such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CULLIGAN OF CANADA, LTD.**

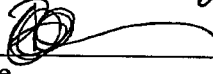
By: \_\_\_\_\_

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

Signed in the presence of: )  
) Bahar Hafizi )  
Name )  
) [Signature] )  
Signature )  
) 1087 Eyremount Dr )  
Address )  
) West Vancouver )  
) Lawyer )  
Occupation )


[Signature]  
VICTOR LASKO

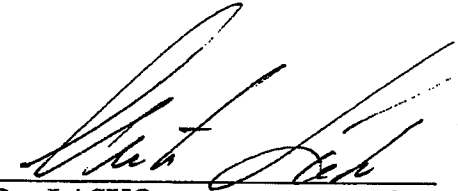
Signed in the presence of:

\_\_\_\_\_  
 Name Bahar Hafizi  
 \_\_\_\_\_  
 Signature   
 \_\_\_\_\_  
 Address 1087 Eyremount Dr.  
West Vancouver  
 \_\_\_\_\_  
 Occupation Lawyer

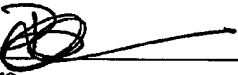
\_\_\_\_\_  
  
 DIANNE LASKO

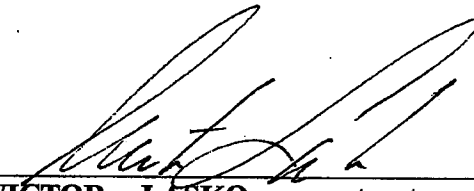
Signed in the presence of:

\_\_\_\_\_  
 Name Bahar Hafizi  
 \_\_\_\_\_  
 Signature   
 \_\_\_\_\_  
 Address 1087 Eyremount Dr.  
West Vancouver  
 \_\_\_\_\_  
 Occupation Lawyer

\_\_\_\_\_  
  
 VICTOR LASKO, as trustee for  
 MICHAEL LASKO

Signed in the presence of:

\_\_\_\_\_  
 Name Bahar Hafizi  
 \_\_\_\_\_  
 Signature   
 \_\_\_\_\_  
 Address 1087 Eyremount Dr.  
West Vancouver  
 \_\_\_\_\_  
 Occupation Lawyer

\_\_\_\_\_  
  
 VICTOR LASKO, as trustee for  
 MELISSA LASKO

**SCHEDULE 3.21**

**INTELLECTUAL PROPERTY**

- ) Trademark "THE WATERMARKET" registered in Canada under Registration No. TMA467881
- ) Trademark "THE WATERMARKET" registered in the United States Patent and Trademark office under No. 2;124,925

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