

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Windsor Brands, Inc.		04/27/2004	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	H2O Plus, L.P.
Composed Of:	COMPOSED OF H2O Plus, Inc., a Delaware Corporation, the Sole General Partner of H2O Plus, L.P.
Street Address:	845 West Madison Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78048341	OASIS

CORRESPONDENCE DATA	
Fax Number:	(312)236-7516
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312.368.4000
Email:	ch.tm@piperrudnick.com
Correspondent Name:	Piper Rudnick LLP
Address Line 1:	P.O. Box 64807
Address Line 4:	Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	233332-001020
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NAME OF SUBMITTER:	Keith W. Medansky
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Total Attachments: 1 source=New Windsor Assignment#page1.tif
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TRADEMARK ASSIGNMENT

WHEREAS, NEW WINDSOR BRANDS, INC., a New Jersey corporation, having a principal place of business at 3 Chaucer Ct., West Windsor, New Jersey 08550 (hereinafter referred to as "**ASSIGNOR**"), is the exclusive and record owner of the entire right, title and interest in and to the trademark application for the OASIS mark identified in Application No. 78/048,341 (the "Mark").

WHEREAS, H2O PLUS L.P., a Delaware limited partnership, having a principal place of business at 845 West Madison Street, Chicago, Illinois 60607, (hereinafter referred to as "**ASSIGNEE**"), is desirous of acquiring the Mark;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **ASSIGNOR** does hereby assign, transfer and sell unto said **ASSIGNEE** the entire right, title and interest in and to the Mark, together with the goodwill of the business appurtenant to and symbolized by the Mark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said **ASSIGNEE** as fully and entirely as the same would have been held by **ASSIGNOR** had this transfer, assignment and sale not been made.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 27th day of April, 2004.

NEW WINDSOR BRANDS, INC.

Kim Hardingham
By: Kim Hardingham
Title: President