

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aquion Partners Limited Partnership		12/23/2005	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	AWTP, LLC
Street Address:	560 Oakwood Avenue
Internal Address:	Suite 203
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2156265	AMAZON
Registration Number:	0984487	AQUION
Registration Number:	2280256	CLASSIC APOLLO
Registration Number:	2405983	HYSULEX
Registration Number:	1763652	LUXURY WATER
Registration Number:	2400456	MICREFINER
Registration Number:	2035300	RAIN SOFT
Registration Number:	0715436	RAINSOFT
Registration Number:	1950973	RAINSOFT
Registration Number:	2033664	RAINSOFT
Registration Number:	1632154	RAINSOFT
Registration Number:	1942751	RAIN SOFT
Registration Number:	2633085	RAINSOFT WATER TREATMENT SYSTEMS

CH \$365.00 2156265

Registration Number:	1709029	WHAT WATER WAS MEANT TO BE
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CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	35770-21 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	01/24/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 23rd day of December, 2005 by AQUION PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership having its principal place of business at 425 North Martingale Road, Suite 450, Schaumburg, Illinois 60173 ("Assignor"), and AWTP, LLC, a Delaware limited liability company having its principal place of business at 560 Oakwood Avenue, Suite 203, Lake Forest, Illinois ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 23, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Intellectual Property as defined in the Agreement; and

WHEREAS, Assignor is willing in connection with certain transactions being consummated on the date hereof to assign to Assignee all of Assignor's right, title and interest in and to, together with the goodwill symbolized by, the trademarks listed on Schedule A attached hereto (collectively, "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in the Trademarks, together with the goodwill symbolized by said Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks set forth on Schedule A, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, together with the goodwill symbolized by said Trademarks and the right to all income, royalties or payments due or payable with respect thereto and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee of the Trademarks listed on Schedule A, for the sole use and enjoyment of the Assignee, its successors, legal representatives and assigns.

Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks listed on Schedule A and all other rights hereby conveyed.

**AQUION PARTNERS LIMITED
PARTNERSHIP**

By: Robert B. Pichler
Name:
Title:

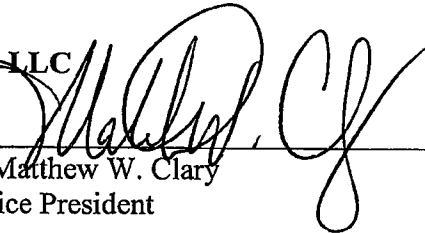
AWTP, LLC

By: _____
Name:
Title:

**AQUION PARTNERS LIMITED
PARTNERSHIP**

By: _____
Name:
Title:

AWTP, LLC

By:  _____
Name: Matthew W. Clary
Title: Vice President

SCHEDULE A

Trademark	Application/Registration Number
AMAZON	2156265
AQUION	0984487
CLASSIC APOLLO	22800256
HYSULEX	2405983
LUXURY WATER	1763652
MICREFINER	2400456
RAIN SOFT (& Design)	2035300
RAINSOFT	0715436
RAINSOFT	1950973
RAINSOFT	2033664
RAINSOFT	1632154
RAINSOFT (& Design)	1942751
RAINSOFT WATER TREATMENT SYSTEM (& Design)	2633085
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