

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Ionics, Inc.		03/31/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CoolerSmart USA LLC		
Street Address:	88 Quigley Boulevard		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2518562	JAVASMART	
Registration Number:	2559841	COOLERSMART	
CORRESPONDENCE DATA			
Fax Number:	(212)682-0200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-880-6000		
Email:	trademark@torys.com		
Correspondent Name:	Louis S. Ederer		
Address Line 1:	237 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	31755-2003		
NAME OF SUBMITTER:	Alisa Cahan		
Signature:	/Alisa Cahan/		

CH \$65.00 2518562

Date:

04/26/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, GE Ionics, Inc., a Massachusetts corporation and a successor-in-interest to Ionics Incorporated (the "Assignor"), owns the trademarks listed on Exhibit A attached hereto (referred to collectively as the "Trademarks"); and

WHEREAS, the Trademarks are to be sold, conveyed, assigned, transferred and delivered to CoolerSmart USA LLC, a Delaware limited liability company (the "Assignee"), pursuant to a certain Asset Purchase Agreement dated as of March 15, 2006, by and among Assignor and Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


1. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks owned by it, including, without limitation, any registrations therefor or applications with respect thereto, as set forth on Exhibit A; all of Assignor's good will associated with or symbolized by the Trademarks; and all of Assignor's rights, if any, to sue for or make claims with respect to any past, present or future infringement or misappropriation of the Trademarks.

2. Assignor covenants and agrees to execute and deliver, without further consideration, any instruments or other documents, and to cooperate with Assignee in any manner, as may reasonably be required by Assignee to effectuate the full purpose and intent of this Trademark Assignment, including, without limitation, delivering or providing to Assignee such other instruments or documents as may be necessary to effectuate the recordation of this Trademark Assignment with the United States Patent and Trademark Office, or any other trademark office or appropriate governmental body in any country of the world where any of the Trademarks have been registered, or where any applications to register any of the Trademarks are pending, all as set forth on the annexed Exhibit A.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this Trademark
Assignment as of March 31, 2006.

GE IONICS, INC.

By: 
Eric Pedersen
Business Development Leader

COOLERSMART USA LLC

By: _____
Jeremy Ben-David
President

IN WITNESS WHEREOF, each of the parties has executed this Trademark
Assignment as of March 3, 2006.

GE IONICS, INC.

By: _____
Eric Pedersen
Business Development Leader

COOLERSMART USA LLC

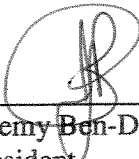
By:  _____
Jeremy Ben-David
President

EXHIBIT A

Trademark	Registration/ Serial Number	Filing Date	Owner
Javasmart	2518562	February 15, 2000	Ionics Incorporated
Coolersmart	2559841	February 15, 2000	Ionics Incorporated
We Know Joe	■	■	■