

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OFSI Fund II, LLC	FORMERLY Special Situations Opportunity Fund I, LLC	07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Coffin World Water Systems, LLC
Street Address:	326 South Dean Street
City:	Englewood
State/Country:	NEW JERSEY
Postal Code:	07631
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78292171	ULTRA-SEP
Registration Number:	2454956	CRP - SEP
Registration Number:	2495690	AQUA-SEP
Registration Number:	2499705	RECYCLO - SEP
Registration Number:	2454975	CLARI - SEP
Registration Number:	2461294	CR - SEP
Registration Number:	2499703	VG - SEP

**CORRESPONDENCE DATA**

Fax Number: (214)855-4300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2148554775  
 Email: awalker@jenkens.com  
 Correspondent Name: Andrea Walker  
 Address Line 1: 1445 Ross Avenue

CH \$190.00 78292171

Address Line 2: Suite 3700  
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	44341-10 COFFIN WORLD
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	08/25/2006

**Total Attachments: 4**

source=44341-10 release tmsa 10-19-04 OFSI-coffin world water#page1.tif  
source=44341-10 release tmsa 10-19-04 OFSI-coffin world water#page2.tif  
source=44341-10 release tmsa 10-19-04 OFSI-coffin world water#page3.tif  
source=44341-10 release tmsa 10-19-04 OFSI-coffin world water#page4.tif

**INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT**

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of July 31, 2006 by OFSI Fund II, LLC, a Delaware limited liability company (formerly known as Special Situations Opportunity Fund I, LLC) (“**Releasing Party**”).

**WITNESSETH:**

WHEREAS, the Releasing Party and Coffin World Water Systems, LLC, a Delaware limited liability company (“**Assignor**”), are parties to that certain Collateral Patent, Trademark, Copyright and License Assignment and Grant of Security Interest dated as of October 19, 2004 (the “**IP Agreement**”), pursuant to which Assignor granted a security interest to the Releasing Party in, and a collateral assignment to the Releasing Party of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of Assignor, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto;

WHEREAS, the IP Agreement was recorded in the United States Patent and Trademark Office on May 2, 2005, at Reel 003077, Frame 0075; and

WHEREAS, the Assignor has requested that the Releasing Party release its security interest in the trademark registrations and trademark applications (and intellectual property relating to same) of the Assignor and reassign the same to the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Releasing Party hereby releases its security interests in all of the Assignor’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) each trademark listed on Exhibit A hereto (individually and collectively, the “**Trademark**”), together with all applications for registrations thereof, whether pending or in preparation, any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, licenses, royalties, income, payments and any claim by Assignor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

2. Releasing Party hereby reassigns, grants and conveys to the Assignor, without any representation, recourse or undertaking by Releasing Party, all of Releasing Party’s right, title and interest in and to the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, the Releasing Party has caused this Intellectual Property Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

OFSI FUND II, LLC  
(f/k/a Special Situations Opportunity Fund I, LLC,  
successor-in-interest to First Source Financial LLP)

By: Orchard First Source Asset Management, LLC  
Its: attorney in fact

By: Orchard First Source Capital, Inc.  
Its: attorney in fact

By: *Terrance L McKenna Jr*  
Name: Terrance L McKenna Jr  
Title: Director

EXHIBIT A

(see attached)

**COFFIN WORLD WATER SYSTEMS, LLC**

Schedule D - Trademarks

I. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CRP – SEP	2454956	May 29, 2001
AQUA – SEP	2495690	October 9, 2001
RECYCLO – SEP	2499705	October 23, 2001
CLARI – SEP	2454975	May 29, 2001
CR – SEP	2461294	June 19, 2001
VG – SEP	2499703	October 23, 2001

II. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
ULTRA – SEP	78292171	August 26, 2003