

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
Water Water Everywhere, Inc.		10/02/2006	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Everything But Water, LLC		
Street Address:	c/o Bear Growth Capital Partners, LLC, 383 Madison Avenue		
Internal Address:	40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1672205	WATER WATER EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	057,246-017		
NAME OF SUBMITTER:	Shari L. Gordon		
Signature:	/Shari L. Gordon/		

CH \$40.00 1672205

Date:

10/04/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of October 2, 2006 ("Effective Date"), is made by and between Water Water Everywhere, Inc., a Maryland corporation ("Assignor") and Everything But Water, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, executed on even date herewith, pursuant to which Assignor has agreed to assign to Assignee the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

1. Marks.

"Marks" shall mean all trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered, and all domain names and other assigned Internet URLs, throughout the world, related to Assignor's business and owned by Assignor, including, without limitation, the registration and the domain name listed on Attachment 1 hereto.

2. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, any and all rights of Assignor, currently held or arising hereafter, to sue and recover damages for past infringement of such Marks, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:
WATER WATER EVERYWHERE, INC.

By: [Signature]
Name: Andrew Cohen
Title: President

ASSIGNEE:
EVERYTHING BUT WATER, LLC

By: _____
Name: Joseph M. Scharfenberger, Jr.
Title: Authorized Person

On the 29th day of September, 2006, before me personally appeared Andrew Cohen ("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

On the ____ day of _____, 2006, before me personally appeared _____

("Assignee"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

Patricia A. Kahl
NOTARY PUBLIC
My Commission expires:
[Seal]

NOTARY PUBLIC
My Commission expires:
[Seal]



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:
WATER WATER EVERYWHERE, INC.

By: _____
Name: Andrew Cohen
Title: President

ASSIGNEE:
EVERYTHING BUT WATER, LLC

By: Joseph M. Scharfenberger, Jr.
Name: Joseph M. Scharfenberger, Jr.
Title: Authorized Person

On the ____ day of _____, 2006, before me personally appeared

("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

On the 28th day of September, 2006, before me personally appeared

Joseph Scharfenberger
("Assignee"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

NOTARY PUBLIC
My Commission expires:
[Seal]

Laura S. Schwed
NOTARY PUBLIC
My Commission expires:
[Seal]

LAURA S. SCHWED
Notary Public, State of New York
No. 01SC4730229
Qualified in New York County
Commission Expires 5/31/10

ATTACHMENT 1

Registered Trademarks:

Mark	Jurisdiction	Registration Number	Registration Date
Water Water Everywhere	U.S.	1672205	01/14/1992

Domain Names:

Domain Name	Registrant	Registrar	Expiration Date
waterwatereverywhere.com	Water Water Everywhere, Inc.	Network Solutions, LLC	January 11, 2008