

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everything But Water, LLC	FORMERLY known as EBW Opco, LLC	10/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P., as Collateral Agent		
Street Address:	745 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP: 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: 3

source=EverythingButWater#page1.tif

source=EverythingButWater#page2.tif

source=EverythingButWater#page3.tif

Amendment to Assignment for Security Trademarks

This Amendment to Assignment for Security Trademarks (the "Amendment") is made, and effective as of the date indicated below, to the Assignment for Security Trademarks (the "Trademark Security Agreement"), dated April 18, 2006, between Everything But Water, LLC (f/k/a EBW Opco, LLC) (the "Assignor") and D.B. Zwirn Special Opportunities Fund, L.P., as collateral agent for certain lenders (in such capacity, together with any successors and assigns, "Assignee");

Whereas, Assignor entered into that certain Security Agreement, dated April 18, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Assignee;

Whereas, pursuant to the Security Agreement, Assignor executed the Trademark Security Agreement under which Assignor granted to Assignee, and granted to Assignee for the benefit of the Lenders (as defined in the Security Agreement), a continuing security interest in all right, title and interest of Assignor in, to and under the Trademarks (as defined in the Trademark Security Agreement), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

Whereas, Assignor obtained a registration with the United States Patent and Trademark Office for the trademark "WATER WATER EVERYWHERE", U.S. Reg. No. 1,672,205 (the "New Trademark");

Whereas, Assignor and Assignee desire to amend the Trademark Security Agreement to include the New Trademark as Collateral (as defined in the Trademark Security Agreement);

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Schedule 1A to the Trademark Security Agreement is hereby amended to include the New Trademark. All the Security Agreement and Trademark Security Agreement terms and provisions (including without limitation all conditions, representations, warranties, covenants and other agreements) shall apply to the New Trademark as if such mark had been included on Schedule 1A as of April 18, 2006. Without limiting the foregoing provisions, as of the date hereof, the term "Collateral" shall include, without limitation, the New Trademark, and Assignee hereby confirms the grant to Assignee for the benefit of the Lenders a continuing security interest in all right, title and interest of Assignor in, to and under the New Trademark, together with, among other things, the good-will of the business symbolized by the New Trademark and the registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations.

In witness whereof, the Assignor has caused this Amendment to be duly executed by its officer thereunto duly authorized as of ~~September~~, 2006.

October 2

Everything But Water, LLC (f/k/a EBW Opco, LLC)

By



Name: Ann Tucker

Title: President

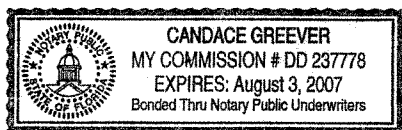
Certificate of Acknowledgment

State of Florida

ss.:

County of Orange

On this 2 day of ~~September~~ October 2006, before me, the undersigned, personally appeared Ann Tucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Candace Greever
Notary Seal