

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/30/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World 50, Inc.		05/22/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	World 50, Inc.
Street Address:	3 Riverway, Ste. 1660
Internal Address:	c/o EquaTerra
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3199464	W50
Registration Number:	3199444	WORLD 50

CORRESPONDENCE DATA

Fax Number: (713)276-6857
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-276-5857
 Email: gmeeks@gardere.com
 Correspondent Name: Gred Meeks
 Address Line 1: 1000 Louisiana, Suite 3400
 Address Line 4: Houston, TEXAS 77002-5011

ATTORNEY DOCKET NUMBER:	129402-61
NAME OF SUBMITTER:	Jason P. Sander

CH \$65.00 3199464

Signature:

/Jason P. Sander/

Date:

06/07/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

This ASSIGNMENT OF TRADEMARKS AND TRADE NAMES ("Assignment") is made effective April 30, 2007 at 11:59 pm Central Daylight Time (the "Effective Time") by World 50, Inc., a Georgia corporation ("Assignor") in favor of World 50, Inc., a Delaware corporation ("Assignee").

Recitals

A. On May 11, 2007, Assignor, Assignee, EquaTerra, Inc. and Richard Smith executed and entered into an Asset Purchase Agreement (the "Purchase Agreement"), whereby they agreed that, as of the Effective Time, Assignee would purchase from Assignor all right, title and interest of Assignor in and to in and to the trademarks, service marks, and trade names listed in Schedule A attached hereto, (the "Marks") and registrations thereof.

B. The parties are executing and delivering this Assignment to evidence the consummation of the assignment of the Marks at the closing of the transaction contemplated by the Purchase Agreement.

Assignment

For the good and valuable consideration set forth in the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the entire right, title, and interest to the Marks, including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Marks, and the right to sue for, and collect, damages for past infringements of the Marks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Marks, including all trademark prosecution, opposition, cancellation, and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title, and interest in the Marks, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives, and assigns, to record and enforce this Assignment, and protect and enforce the Marks in all countries.

This Assignment is executed May 22, 2007 to be effective as of the Effective Time.

WORLD 50, INC.

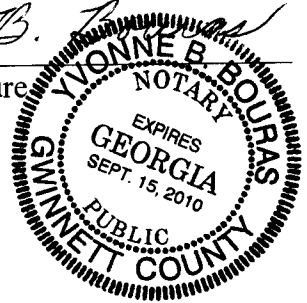
By: [Signature]
Name: Richard Smith
Title: President

THE STATE OF Georgia §
COUNTY OF Fulton §

Before me, the undersigned, a notary public, on this day personally appeared Richard A. Smith, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of WORLD 50, INC., a Georgia corporation, and that he has executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 22 day of May, 2007.

[Signature]
Notary Public Signature



(PERSONALIZED SEAL)

SCHEDULE A

The Marks

1. W50 (Registration # 3,199,464 File Ref 14529-46066).
2. World 50 (Registration # 3,199,444 File Ref 14529-46063).