

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 |
| The PrivateBank | | 05/11/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Absopure Water Company | | |
| Street Address: | 41605 Ann Arbor Road | | |
| City: | Plymouth | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48170 | | |
| Entity Type: | CORPORATION: MICHIGAN | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3032847 | PINE VALLEY | |
| Registration Number: | 3032848 | PINE VALLEY | |
| Registration Number: | 1694723 | PINE VALLEY | |
| Registration Number: | 1686634 | PINE VALLEY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (248)203-0763 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 248-203-0537 | | |
| Email: | jguenther@dykema.com | | |
| Correspondent Name: | John P. Guenther | | |
| Address Line 1: | 39577 Woodward Avenue | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| ATTORNEY DOCKET NUMBER: | 65441-0999 | | |
| NAME OF SUBMITTER: | John P. Guenther | | |

TRADEMARK

900079751

REEL: 003564 FRAME: 0289

CH \$115.00 3032847

| | |
|---|--------------------|
| Signature: | /John P. Guenther/ |
| Date: | 06/20/2007 |
| Total Attachments: 8 source=Pine Valley - Redacted Documents (2)#page1.tif source=Pine Valley - Redacted Documents (2)#page2.tif source=Pine Valley - Redacted Documents (2)#page3.tif source=Pine Valley - Redacted Documents (2)#page4.tif source=Pine Valley - Redacted Documents (2)#page5.tif source=Pine Valley - Redacted Documents (2)#page6.tif source=Pine Valley - Redacted Documents (2)#page7.tif source=Pine Valley - Redacted Documents (2)#page8.tif | |

**Pine Valley Water Company, Inc.
1429 Hanley Industrial Court
St. Louis, MO 63144**

May 9, 2007

Mr. Charles W. Davis
1401 South Brentwood Blvd., Suite 200
St. Louis, MO 63144

Dear Mr. Davis:

The undersigned ("Pine Valley") hereby acknowledges that it is presently in default under the terms of the following documents (collectively, the "Loan Documents") it executed in favor of The PrivateBank ("Bank"):

- (a) that certain Promissory Note 9001 dated January 26, 2001 in the original principal amount of _____ modified by that Change in Terms Agreement dated October 26, 2001 to increase Note amount to _____, modified by that Change in Terms Agreement dated January 26, 2002 to increase Note amount to _____, modified by that Change in Terms Agreement dated July 26, 2002 to increase Note amount to \$_____, which Note was then decreased by a Change in Terms Agreement dated February 1, 2006 in the principal amount of _____ as further modified by other Change in Terms Agreements, the last of which was dated December 16, 2006, which set maturity of the Note at February 15, 2007 (collectively, and as otherwise amended from time to time, the "Note");
- (b) those certain Commercial Security Agreements dated January 26, 2001 and March 9, 2001 executed by Pine Valley and pledging to Bank certain collateral ("Collateral") described therein ("Security Agreements"); and
- (c) those certain Commercial Guarantees in which Pine Valley guaranteed the indebtedness of certain of its shareholders to the Bank (the "Shareholder Loans").

Capitalized terms not defined in this letter agreement ("Letter Agreement") shall have the meaning set forth in the Loan Documents. Pine Valley is providing this letter in anticipation of the foreclosure or similar action by Bank on the assets relating to Pine Valley's operations, and subsequent sale(s) of such assets by Bank.

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Dollar Figures Redacted

1. **Validity of Loan Documents.** Pine Valley acknowledges that the Loan Documents are valid and binding obligations of Pine Valley and are enforceable according to their terms without any defense, offset, counterclaim or credit to Pine Valley, and that Pine Valley owed to Bank the principal amount of _____ as of March 26, 2007. Interest continues to accrue at the rates set forth in the Loan Documents.

2. **Rights of Bank.** Pine Valley acknowledges that, as a result of Pine Valley's defaults under the Loan Documents, Bank is under no obligation to perform any obligations Bank may have under the Loan Documents and that Bank has all of the rights and remedies of a creditor under the applicable state and federal law and under the Loan Documents upon the occurrence of a default.

3. **Possession of Assets.** To assist Bank in its efforts to maximize its recovery in this matter, which maximization is in the direct interest of and benefit to Pine Valley, Pine Valley acknowledges that Bank hereby has the right, power and privilege to repossess all of the Collateral, without the opportunity for or requirement of any prior judicial or other type of hearing. In addition, and to assist Bank in its efforts to maximize its recovery in this matter, which maximization is in the direct interest of and benefit to Pine Valley, Pine Valley hereby grants Bank and its agents, including without limitation, Maher & Company, P.C., peaceful and consensual possession of the Collateral and further authorizes and consents to Bank's and Bank's agents' entering upon the premises of Pine Valley or such other location where the Collateral may be located, at any time, whether now or hereafter, to possess any of the Collateral, and to prepare any of the Collateral for sale or disposition. Pine Valley agrees that it will assist Bank and Bank's agents in identifying all of Pine Valley's Collateral and that Pine Valley will identify any property that is not owned by Pine Valley or that is in the possession of third parties.

4. **Waiver.** Pine Valley hereby waives any right that it may have under Section 9-623 or 9-624 of the Uniform Commercial Code (the "Code"), or under any other applicable law, to redeem any of the Collateral. Pine Valley acknowledges that it is in default under the Loan Documents and hereby waives all rights to receive a Notice of Default under the Code or the Loan Documents, or other applicable law, including but not limited to, notice of the time of sale or other disposition or retention of the Collateral. Pine Valley will inform Bank of any offers that Pine Valley receives for the Collateral or any portion thereof. Pursuant to section 9-624 of the Code, Pine Valley hereby waives the right to any notification of disposition of Collateral under section 9-611 of the Code or any other applicable section or law. This letter serves as an authenticated record of this waiver, following a default by Pine Valley. Pine Valley waives any claim for wrongful repossession or similar claim against Bank or Bank's agents with respect to Bank's or Bank's agents' taking possession of the Collateral under the terms of this Letter Agreement.

5. **Sale of Collateral.** In addition to the foregoing, Pine Valley specifically consents to the sale of the Collateral by Bank and Bank's agents to any person or entity, provided that the details of the sale can be negotiated to Bank's satisfaction. Pine Valley acknowledges that a sale of the Collateral by public or private sale, in lots or in bulk, and on credit or for cash, is and will be commercially reasonable. Pine Valley and the Bank further agree that Elizabeth Russell shall

remain employed at Pine Valley at her current salary and benefits until the Collateral is sold by the Bank.

6. Collection of Accounts Receivable.

Redacted

7. Accounts.

Redacted

8. Application of Proceeds of Sales.

Redacted

9. Consideration.

Redacted

10. Continuing Liability of Pine Valley.

Redacted

11. Release of Bank.

Redacted

12. Retention of Bank's Rights.

Redacted

13. Limited Power of Attorney. Pine Valley hereby irrevocably appoints Bank and any of its officers, employees or agents, including without limitation, Maher & Company, P.C., the following limited power of attorney for Pine Valley: to endorse the name of Pine Valley or any other trade name under which Pine Valley does business, to any checks in Pine Valley's name, to any and all bills of sale, documents of title, instruments, or any other document evidencing ownership of the Collateral.

14. Consultation with Attorney. Authority.

Redacted

15. Legal Fees.

Redacted

16. Governing Law.

Redacted

17. Counterparts.

Redacted

18. Counterpart Facsimile Execution.

Redacted

19. Jurisdiction and Venue.

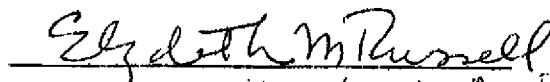
Redacted

20. Jury Trial.

Redacted

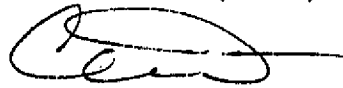
IN WITNESS WHEREOF, the parties have executed and delivered this Letter Agreement
as of the date first written above.

PINE VALLEY WATER COMPANY, INC. ("Pine Valley")


Print Name: Elizabeth M. Russell
Title: President

Acknowledged and Accepted this 9 day of
May 2007.

THE PRIVATEBANK ("Bank")


Print Name: Charles W. Davis
Title: Managing Director and Chief Credit Officer

SECURED PARTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE PRIVATEBANK ("Grantor"), pursuant to Section 400.9-601 -- 400.9-628 of the Revised Statutes of Missouri and in accordance with its rights under those certain Security Agreements dated January 26, 2001 and March 9, 2001 (the "Security Agreements") executed by Pine Valley Water Company, Inc. ("Debtor") in favor of Bank, covering substantially all of the assets of the Debtor, for and in consideration of the sum of <REDACTED>) to be paid by ABSOPURE WATER COMPANY ("Grantee") and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, does hereby REMISE, RELEASE, SELL, TRANSFER, ASSIGN AND FOREVER QUIT-CLAIM unto Grantee all of Grantor's right, title and interest in and to the following property owned by Debtor, described as follows (the "Property"):

- (a) All inventory, chattel paper, accounts, equipment, general intangibles and fixtures, including but not limited to the following:
- (b) All accessions, attachments, accessories, tools, parts, supplies, replacements, and additions to any of the collateral described herein, whether added now or later;
- (c) All products and produce of any of the property described herein.
- (d) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described herein, and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (e) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described herein.
- (f) All records and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of the Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

THE CONVEYANCE OF THE PROPERTY IS "AS-IS" AND "WHERE-IS", WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY GRANTOR, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE; ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EXISTENCE, LOCATION, COLLECTABILITY OR CONDITION OF ANY PROPERTY FITTING THE DESCRIPTION SET FORTH ABOVE.

This Secured Party Bill of Sale shall be effective as to the transfer of the Property as of the date hereof.

EXECUTED, DELIVERED and EFFECTIVE the ____ day of May 11, 2007.

THE PRIVATEBANK

By:



Charles W. Davis
Managing Director and Chief Credit Officer