

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Just Add Water, Inc.		03/26/2008	CORPORATION: TEXAS
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:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3231116	JUST ADD WATER	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	017962.0092		
NAME OF SUBMITTER:	Watt Wanapha, Esq. (017962.0092)		
Signature:	/kc for ww/		

CH \$40.00 3231116

Date:

03/26/2008

Total Attachments: 3

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Just Add Water, Inc., a Texas corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of April 18, 2006 (the "Security Agreement"), in favor of D.B. Zwirn Special Opportunities Fund, L.P., as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 26, 2008.

JUST ADD WATER, INC.

By: _____

Name: STEPHAN S ARNOLD

Title: PRESIDENT

STATE OF Florida

ss.:

COUNTY OF Orange

On this 20th day of March, 2008, before me personally came Sheila Arnold to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the president of Just Add Water, Inc., a Texas corporation, and that s/he executed the foregoing instrument in the firm name of Bank of America, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned. Idi presented.



Stefanie Smuke

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Just Add Water, Inc.

JUST ADD WATER	Record Owner: Just Add Water, Inc.	U.S.	Registered, Reg. No. 3,231,116	Registered on April 17, 2007
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