

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McNett Corporation		02/02/2006	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aquamira Technologies, Inc.		
<b>Street Address:</b>	917 West 600 North		
<b>City:</b>	Logan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84321		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2350781	AQUAMIRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8164602400		
<b>Email:</b>	trademarks@sonnenschein.com		
<b>Correspondent Name:</b>	Rebecca Stroder		
<b>Address Line 1:</b>	4520 Main Street		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64111		
<b>ATTORNEY DOCKET NUMBER:</b>	MCNETT/AQUAMIRA ASSIGNME		
<b>NAME OF SUBMITTER:</b>	Rebecca Stroder		
<b>Signature:</b>	/Rebecca Stroder/		
<b>Date:</b>	03/23/2009		

OP \$40.00 2350781

**Total Attachments: 5**

source=Assignment - McNett Corporation and Aquamira Technologies#page1.tif

source=Assignment - McNett Corporation and Aquamira Technologies#page2.tif

source=Assignment - McNett Corporation and Aquamira Technologies#page3.tif

source=Assignment - McNett Corporation and Aquamira Technologies#page4.tif

source=Assignment - McNett Corporation and Aquamira Technologies#page5.tif

## ASSIGNMENT

This Intellectual Property Assignment Agreement ("Assignment") is made as of the 2<sup>nd</sup> day of February, 2006 by and between McNett Corporation, a Washington Corporation (herein "Assignor"), and Aquamira Technologies, Inc., a Washington Corporation (herein, "Assignee").

WHEREAS, Under the terms of the Reorganization, dated July 26<sup>th</sup>, 2005, the assets and liabilities of Assignee were distributed by Assignor into an separate corporation "Aquamira". In conjunction with this reorganization, Assignor assigns and Assignee receives assignment of all Assignor's right, title, and interest in and to the items as described on the attached Exhibit A (the "Works");

WHEREAS, Assignee acquires from Assignor all of Assignor's right, title and interest in and to any inventions (as that term is defined in the Patent Act, 35 U.S.C. § 101 et seq.) embodied in the Works, any and all Letters Patent which may be granted for or upon same in the United States and all other countries; and

WHEREAS, Assignor owns or has rights in certain United States trademarks described on the attached Exhibit B (the "Marks") and Assignor assigns and Assignee receives assignment of all Assignor's interest in such trademarks, and Assignee acquires such rights.

**NOW, THEREFORE**, in consideration of Assignor's interest in Assignee, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the following assignment is made:

### **1. ASSIGNMENT.**

- a) Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all the interest of Assignor throughout the world in the Works. The rights assigned include, but are not limited to, all rights under the United States or foreign patent, trademark or copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works; and all so-called moral rights. To the extent moral rights may not be assigned, Assignor hereby waives the benefit or protection of same. Also included, with respect to any inventions embodied within the Works ("Inventions"), are rights: 1) in, to and under all filings, refilings, divisions, continuations and continuations-in-part of the Inventions in the United States; 2) in, to and under any and all Letters Patent of the United States which may issue from refilings, divisions, continuations and/or continuations-in-part thereof; 3) in, to and under any and all reissues of said Letters Patent of the United States; 4) in, to and under any and all applications for Letters Patent upon said Inventions that hereafter may be filed in any

and all countries foreign to the United States ("Foreign Filed Applications"); 5) in, to and under any and all refilings, divisions, continuations and/or continuations-in-part of any Foreign Filed Applications; 6) in, to and under any and all Letters Patent of countries foreign to the United States that may issue from the Foreign Filed Applications, refilings, divisions, continuations and/or continuations-in-part; and 7) in, to and under any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States, the same to be held and enjoyed by Assignee for its own use, and for its successors, legal representatives, and assigns, to the full end of the terms for which said Letters Patent may be granted, and the parties authorize and request the Commissioner of Patents and Trademarks to issue the Letters Patent of the United States of America in accordance with this assignment. The rights assigned also include the right to sue for infringement (past, present, or future) and to recover damages therefor, free of any claims of others, including Assignor. Assignor agrees to cooperate with Assignee in any such infringement action, but at Assignee's sole expense. Author further agrees to assign all right title and interest in and to any modifications to, improvements on, and derivative works of the Works that may be created after the date of this Assignment.

b) Assignor hereby sells, assigns and transfers unto Assignee all of Assignor's right, title and interest in and to the Marks and any and all common law rights in the same together with all of the goodwill of Assignor's business connected with the use of and symbolized by said Marks, and any and all claims for damages by reason of past infringement of said Marks together with the rights to sue and collect damages therefor. Assignor also hereby sells, grants, assigns and transfers unto Assignee and its representatives, successors and assigns Assignor's entire rights, title and interest in and to any and all U.S. or foreign applications arising out of said Marks, including all rights under any and all international conventions and treaties respecting said Marks in foreign countries. Assignor further authorizes Assignee to apply for protection of said Marks in the U.S. or in foreign countries directly in Assignee's own name, and to claim priority of the Marks.

2. **RIGHT TO COMMERCIAL USE AND COPYRIGHT.** Assignor further grants to Assignee the right to publish, reproduce, distribute, modify, publicly perform, publicly display, and register all claims to copyright in the Works or cause the Works to be published, reproduced, distributed, modified, publicly displayed, publicly performed, and registered, in any and all countries of the world, in any form or media, including commercial use. As used herein, the right "to register" claims to copyright in the Works includes the right to register a claim to copyright with the United States Copyright Office and corresponding offices in all other countries of the world.


3. **AUTHORITY** Assignor authorizes Assignee to record this assignment in the United States Copyright Office, the United States Patent and Trademark Office and in similar

government offices throughout the world. Assignor agrees to sign such other or further documents as Assignee may require in order to perfect Assignee's sole and absolute right and title in and to the Works or the Marks, including all intellectual property rights therein and thereto. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver such instruments as Assignee may deem appropriate to vest complete title in and to the Works (including all intellectual property rights therein and thereto) and the Marks (including all intellectual property rights therein and thereto) in Assignee, and to effect the transfer provisions with regard to subsequently created works outlined in Section 1 above. This appointment shall be deemed to be a power coupled with an interest, and as such, it is irrevocable.


4. **CHOICE OF LAW.** This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, laws of the State of Washington, without regard to choice of law provisions. The parties agree that any disputes, controversies, claims or causes of action arising out of, in connection with, or related to this Agreement shall be litigated in a federal or state court located in the State of Washington, and each party hereby irrevocably consents to the jurisdiction of such courts.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the day and year first above written.

**MCNETT CORPORATION**

By:   
Name: DUANE V. MCNETT  
Title: PRESIDENT  
Date: 2/19/09

**AQUAMIRA TECHNOLOGIES, INC.**

By:   
Name: DENNIS E. BROWN  
Title: C.O.O.  
Date: 3/13/09

# EXHIBIT A

## Description of Works

All works of authorship related to products or services sold or advertised under the Marks listed in Exhibit B, including all photographs, advertisements, brochures, webpages, graphic design, product information sheets, packaging, and correspondence, and all modifications to, improvements on, and derivative works of same (collectively, the "Works").

If any claims to copyright or applications for Letters Patent in the Works have been registered, the registration or application information is as follows:

---

# EXHIBIT B

## Description of Marks

AQUAMIRA

FRONTIER FILTER

AQUAMIRA                      U.S. Reg. No. 2350781                      Registered May 16, 2000

AQUAMIRA                      EU (CTM) Reg. No. 867663                      Registered Oct. 14, 1999

And all marks that incorporate, are derived from, or are confusingly similar to any of the above.

2105712092-1