

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Everything But Water, LLC		05/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
Just Add Water, Inc.		05/01/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Orlando Bathing Suit, LLC
Street Address:	c/o DB Zwirn & Co., L.P. 745 Fifth Avenue
Internal Address:	18th Floor, Suite 200
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78714653	EVERYTHING BUT WATER THE SWIMWEAR SOURCE
Serial Number:	77023844	AQUA TUTTO
Registration Number:	2348216	E EVERYTHING BUT WATER
Registration Number:	3135734	EVERYTHING BUT WATER THE SWIMWEAR SOURCE
Registration Number:	1247767	JUST ADD WATER
Registration Number:	1247985	JUST ADD WATER
Serial Number:	78630289	JUST ADD WATER
Registration Number:	3231116	JUST ADD WATER
Registration Number:	1252566	JUST ADD WATER
Serial Number:	77406606	THE RIGHT FIT IS A BEAUTIFUL THING
Registration Number:	1672205	WATER WATER EVERYWHERE

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CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.kaplan@srz.com
Correspondent Name: Marisa Kaplan, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017962.0153
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (017962.0153)
Signature:	/kc for mk/
Date:	05/04/2009

Total Attachments: 15

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective as of May 4, 2009, is made and entered into by EVERYTHING BUT WATER, LLC., a Delaware limited liability company ("EBW"), JUST ADD WATER, INC., Texas corporation ("JAW"; together with EBW, each, an "Assignor," and collectively, the "Assignors"), and ORLANDO BATHING SUIT, LLC (the "Assignee") (each of the Assignors and Assignee, a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 30, 2009 (as may be amended from time to time, the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and acquire from the Assignors the Purchased Assets, including the Transferred Intellectual Property, all upon the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the Assignors own all, right, title and interest in and to the Transferred Intellectual Property, including, but not limited to: (a) the Internet domain names (including any and all goodwill associated exclusively therewith) set forth on Schedule A hereto and the domain name registrations therefor (the "Domain Names"); (b) the trademarks and service marks, and the applications and registrations therefor (including any and all goodwill associated exclusively therewith), including but not limited to those set forth on Schedule B hereto (the "Trademarks"); (c) the patents and the patent applications set forth on Schedule C hereto (the "Patents"); and (d) the works of authorship, and the copyright applications and registrations therefor set forth on Schedule D hereto (the "Copyrights"); and

WHEREAS, certain Assignors are a party to various intellectual property licenses set forth on Schedule E hereto (the "Licenses"), which are also, without limitation, part of the Transferred Intellectual Property; and

WHEREAS the Assignee desires to acquire all right, title and interest in and to, and all rights and obligations under, the Transferred Intellectual Property, upon the terms and subject to the conditions set forth herein; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and in the Asset Purchase Agreement, and intending to be legally bound, the Assignors and Assignee hereby agree as follows:

1. Assignment. Effective upon the Closing, each Assignor hereby sells, assigns, and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all of its right, title and interest throughout the world in perpetuity, in any and all media whether now known or hereafter developed, in, to and under the Transferred Intellectual Property, including, without limitation, (i) the Domain Names and all rights associated therewith; (ii) the Trademarks, including common law rights, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Trademarks pertain; (iii) the

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Patents, including any divisions, continuations, reissues and extensions thereof; (iv) the Copyrights, including without limitation all copyright rights and all other rights of exploitation attendant thereto; (v) its rights and obligations under the Licenses; and (vi) the right to sue and recover for all past, present and future infringements and other violations of the foregoing, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

2. Further Action. Each Assignor shall, at the request of Assignee, use commercially reasonable efforts to timely execute and deliver any additional documents and perform such additional acts that may be necessary, proper or advisable under applicable Law to assist Assignees in the recordation or perfection of this Assignment or to the effect or reflect the transfer of rights contemplated hereby.

3. Entire Agreement; Conflicts. This instrument, together with the Asset Purchase Agreement and the other agreements, instruments, certificates and documents executed are delivered in connection therewith, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether or not written) relating to the subject matter hereof. To the extent that this Assignment conflicts in any manner with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. Amendment and Waiver. Any provision of the Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Assignors and the Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party or parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal Laws of the State of New York (without reference to its choice of law rules) and, to the extent applicable, the Bankruptcy Code. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Assignment or the Transactions and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Assignment, then each party: (a) agrees that all such actions or proceedings shall be heard and determined in a New York federal court sitting in The City of New York; (b) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 10.02 of the Asset Purchase Agreement (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York Law).

6. Counterparts: This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in

separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

7. No Third Party Beneficiaries: This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment.

8. Headings. The headings contained in this instrument are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument..

9. Binding Effect. The Assignment, and all of the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

10. Joint and Several: The parties hereby covenant and agree that each of the Assignors shall be jointly and severally liable for all obligations of the Assignors pursuant to this Assignment.

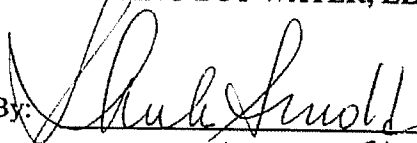
[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be executed by its duly authorized representative.

ASSIGNORS:

EVERYTHING BUT WATER, LLC

By:



President Sheila Arnold

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

ss.:

COUNTY OF New York

On this 1st day of May 2009, before me, the undersigned, personally appeared Sheila Arnold, 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 he/she executed the same in his/her capacity as president, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

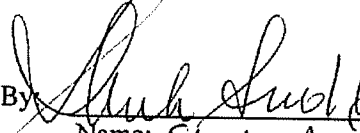
Ann O'Leary
[NOTARY SEAL]

02046136173
exp 10/31/2009

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be executed by its duly authorized representative.

Name:
Title:

JUST ADD WATER, INC.

By: 
Name: Sheila Arnold
Title: president

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

ss.:

On this 15 day of May 2009, before me, ~~the undersigned, personally~~ appeared Sheila Arnold, 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 he/she executed the same in his/her capacity as President, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

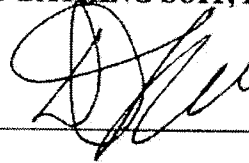
[Signature]
[NOTARY SEAL]
02046136153
exp: 10/31/09

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be executed by its duly authorized representative.

ASSIGNEE:

ORLANDO BATHING SUIT, LLC

By: _____

A handwritten signature in black ink, appearing to read "D. Lee", is written over a horizontal line.

Name:

Title:

DAVID C. LEE
AUTHORIZED SIGNATORY

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 27 day of April 2009, before me, the undersigned, personally appeared David C. Lee, 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 he/~~she~~ executed the same in his/~~her~~ capacity as Authorized Signatory, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Alicia B. Bursor
[NOTARY SEAL]

ALICIA B BURSOR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 018U6159119
Qualified in Kings County
Commission Expires Jan. 16, 2011

SCHEDULE A

Domain Names

Domain Name	Registrant	Registrar	Expiration Date
everythingbutwater.com	Everything But Water, LLC	Network Solutions LLC	February 26, 2011
justaddwater.com	Just Add Water, Inc.	Network Solutions LLC	March 15, 2011

SCHEDULE B


Trademarks

See Attachment

Pending Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
EVERYTHING BUT WATER THE SWIMWEAR SOURCE	U.S.	78/714,653	September 16, 2005

Domestic Trademark Status Report for Everything But Water, LLC

Mark	Classification	Int'l Class	US File No.	Serial No.	Filing Date	Registration Date	Registration No.	Status
JUST ADD WATER	Texas	5-13TEX	N/A	N/A	N/A	07/30/2004	800348110	Registered; renewal due 07/30/2014; owner of record is Just Add Water, Inc.
JUST ADD WATER & DESIGN	Texas	5-14TEX	N/A	N/A	N/A	06/01/2004	800348095	Registered; renewal due 06/01/2014; owner of record is Just Add Water, Inc.
JUST ADD WATER	Texas	5-15TEX	N/A	N/A	N/A	06/01/2004	800348097	Registered; renewal due 06/01/2014; owner of record is Just Add Water, Inc.
AQUA TUTTO	U.S.	25		771023 844	10/18/2006			Notice of Abandon issued 06/21/2007. 2nd Extension Request filed 07/23/2009; 3rd Extension Request filed 2/9/2009. Extension has been approved. Next Extension or Statement of Use is Due 08/09. (Swim wear, shirts, blouses, dresses, pants, skirts, hats and shoes)
	U.S.	35		750561 239	09/29/1998	05/09/2000	2,346,216	Registered; renewal due 05/09/2010; Section 8 & 15 Affidavit accepted
EVERYTHING BUT WATER & FANCIFUL E	U.S.	35		750561 239	09/29/1998	05/09/2000	2,346,216	(Retail store services featuring swimwear and accessories) Registered; renewal due 08/29/2016; will need to file a Section 8 & 15 Affidavit between 08/29/2011 and 08/29/2012
EVERYTHING BUT WATER THE SWIMWEAR SOURCE	U.S.	35		78714 653	09/16/2005	08/29/2006	3,135,734	Retail stores featuring swimwear and accessories and online retail stores featuring swimwear and accessories Registered; renewal due 08/09/2013; Section 8 & 15 Affidavit accepted; owner of record is Just Add Water, Inc.
JUST ADD WATER	U.S.	25		73078 628	08/06/1982	08/09/1983	1,247,767	(Fashion swimwear for Women) Registered; renewal due 08/09/2013; Section 8 & 15 Affidavit accepted; owner of record is Just Add Water, Inc.
JUST ADD WATER	U.S.	42		73078 627	08/06/1982	08/09/1983	1,247,965	(Retail store services in the field of women's swimwear) Notice of Abandon issued 05/09/2009; 4th Extension Request filed 04/16/2008; will need to file an Allegation of Use or Extension Request on or before 5/09/2009; owner of record is Just Add Water, Inc. Will change the WEB site to reflect usage and file an Allegation of Use by 5/09/2009.
JUST ADD WATER (STYLIZED)	U.S.	35		780630 289	05/16/2005			(Electronic catalog services and mail order catalog services, and online retail store services all featuring swimwear, clothing, shoes and sunglasses) Registered; renewal due 04/17/2017. Will need to file a Section 8 & 15 Affidavit between 04/17/2012 and 04/17/2013; owner of record is Just Add Water, Inc.
JUST ADD WATER (STYLIZED)	U.S.	25		780629 696	05/13/2005	04/17/2007	3,231,116	(Clothing, namely, swimwear, cover-ups, footwear, hats, shirts, shorts, skirts, pants and visors)
JUST ADD WATER & DESIGN	U.S.	42		73078 629	08/06/1982	08/27/1983	1,252,566	Registered; renewal due 09/27/2013; Section 8 & 15 Affidavit accepted; owner of record is Just Add Water, Inc. (Retail store services in the field of women's swimwear) Application will be published for opposition on or before 07/15/2008. Extension Request filed 3/11/09 and has been approved. Next extension Request or Statement of Use is due 08/09
THE RIGHT FIT IS A BEAUTIFUL THING	U.S.	35		771406 606	02/26/2008			(Retail store services featuring swimwear and accessories) Registered; renewal due 01/14/2012; Section 8 & 15 Affidavit accepted
WATER WATER EVERYWHERE	U.S.	42		740094 541	09/07/1990	10/11/1992	1,672,205	(Retail store services, specializing in beachwear, accessories and other related items)

SCHEDULE C

Patents

Patent Pending Applications:

Title	Application Type	Application Number	Filing Date
New Store Design	U.S. Provisional	Serial No. 60/725,508	October 11, 2005

SCHEDULE D

Copyrights

None.

SCHEDULE E

Licenses

Hosting Services Agreement, dated as of October 22, 2008, between Rackspace US, Inc. d/b/a Rackspace Hosting and Everything But Water, LLC.

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RECORDED: 05/04/2009

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