

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
Skydon Corp.		08/19/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	A2O Water Company, Inc.
Street Address:	727 Brea Canyon Road, Suite 9
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3668079	THINK ALKALINE

CORRESPONDENCE DATA

Fax Number: (909)468-0989
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 909-468-0999
 Email: emily.c@a2owater.com
 Correspondent Name: A2O Water Company, Inc.
 Address Line 1: 727 Brea Canyon Road, Suite 9
 Address Line 4: Walnut, CALIFORNIA 91789

NAME OF SUBMITTER:	Chia-Hsin Cheng
Signature:	/Chiahsin Cheng/
Date:	09/14/2009

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made and effective the 19th day of August, 2009.

BETWEEN: **Skydon Corp.** (the "Assignor"), a corporation organized and existing under the laws of the State of California, with its head office located at: 1393 Rangeton Drive, Walnut, CA 91789

AND: **A2O Water Company, Inc.** (the "Assignee"), a corporation organized and existing under the laws of the State of California, with its head office located at: 727 Brea Canyon Rd., Suite 9, Walnut, CA 91789

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: Think Alkaline, the ("Trademark"), USPTO Registration Number 3668079.

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- (h) the Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

3. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

4. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

6. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


8. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

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

ASSIGNOR

ASSIGNEE



Authorized Signature

WEI CHENG TSENG, CEO

Print Name and Title



Authorized Signature

CHIA-HSIN CHENG, SECRETARY

Print Name and Title