

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/01/2006		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Alexandra Teklak		03/07/2011
			Entity Type
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Aquamantra, Inc.		
Street Address:	24040 Camino Del Avion, #A228		
City:	Dana Point		
State/Country:	CALIFORNIA		
Postal Code:	92629		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3220804	AQUAMANTRA
CORRESPONDENCE DATA			
Fax Number:	(714)546-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 556-1700		
Email:	rbehle@foleybezek.com		
Correspondent Name:	Roger N. Behle, Jr.		
Address Line 1:	575 Anton Boulevard, Suite 710		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Roger N. Behle, Jr.		
Signature:	/roger n. behle, jr./		
Date:	03/08/2011		

OP \$40.00 3220804

Total Attachments: 4

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ASSIGNMENT

Recitals

WHEREAS, on October 27, 2005, Alexandra Teklak (“Assignor”), filed an intent-to-use trademark application (the “Application”) with the United States Patent and Trademark Office for the mark AQUAMANTRA (the “Mark”), said application bearing Serial Number 78/741891; and

WHEREAS, on November 8, 2005, after the Application was filed, Assignor caused Aquamantra, Inc. (“Assignee”) to be incorporated in the State of California; and

WHEREAS, at least as early as May 2, 2006, the Mark was first used by Assignor or Assignor’s related company or licensee; and

WHEREAS, Assignor or Assignor’s related company or licensee, adopted and used, and thereby acquired all rights, title and interests in and to the Mark, together with the goodwill of the business appurtenant to said Mark; and

WHEREAS, on October 23, 2006, Assignor caused a Statement of Use to be filed with the United States Trademark Office, in which Assignor confirmed that the Mark was being used by Assignor or through a related company or licensee; and

WHEREAS, the Mark was registered with the United States Patent and Trademark Office on March 20, 2007, Registration Number 3,220,804 (a true and correct copy of the Certificate of Registration for the Mark is attached hereto as Exhibit “A”); and

WHEREAS, prior to the issuance of the registration certificate by the United States Patent and Trademark Office, Assignor agreed to assign all right, title and interests in and to the Mark, together with the goodwill of the business appurtenant to said Mark, to Assignee;

WHEREAS, Assignor and Assignee are desirous of memorializing the prior assignment of the Mark in which the Assignor and the Assignee acknowledged the effective date of such assignment to be November 1, 2006 (hereinafter “Effective Date”);

WHEREAS, in order to memorialize Assignor’s assignment of its entire right, title and interest in and to the Mark, and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment *Nunc Pro Tunc*.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Mark, and the attendant goodwill symbolized by the Mark, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Mark by other parties, which

for damages by reason of, the infringement of any of the Mark by other parties, which causes of action and claims arose prior to the Effective Date. Without limiting the generality of the foregoing, Assignor does hereby, sell, assign, convey and transfer unto Assignee, its successors, assigns, and legal representatives, the registration of the Mark secured by Assignor with the United States Patent and Trademark Office.

Terms of Assignment of Trademarks

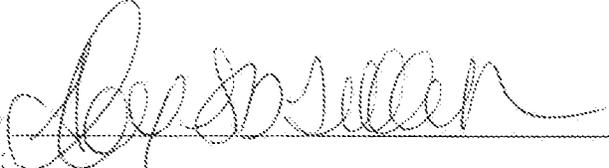
Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, and in the respective foreign trademark offices, so as to establish Assignee as owner of record of the Mark.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, as well as the respective foreign trademark offices, so that Assignee's ownership of the Mark is duly made of record.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

ALEXANDRA TEKLAK
("ASSIGNOR")

Dated: 3/7 2011

By: 
Its: _____

AQUAMANTRA, INC.
("ASSIGNEE")

Dated: 3/7 2011

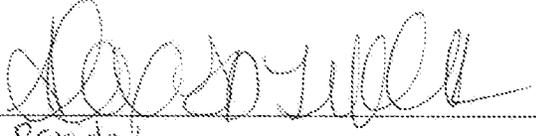
By: 
Its: President

EXHIBIT “A”

(Registration Certificate)

Int. Cl.: 32

Prior U.S. Cls.: 45, 46, and 48

Reg. No. 3,220,804

United States Patent and Trademark Office

Registered Mar. 20, 2007

**TRADEMARK
PRINCIPAL REGISTER**

AQUAMANTRA

TEKLAK, ALEX (UNITED STATES INDIVIDUAL)
SUITE 213
24843 DEL PRADO
DANA POINT, CA 92629

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: DRINKING WATER, NAMELY, NON-CARBONATED WATER AND TABLE WATER, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).

SN 78-741,891, FILED 10-27-2005.

FIRST USE 5-2-2006; IN COMMERCE 5-2-2006.

TONJA GASKINS, EXAMINING ATTORNEY