## 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
Move Collective, LLC		105/31/2013	LTD LIAB JT ST CO: DELAWARE
Move Collective Direct, LLC		105/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
Bobble (Europe) GmbH		05/31/2013	CORPORATION: SWITZERLAND
Pure Water Global, Inc.		05/31/2013	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Seventh Generation Ventures, Inc.		
Street Address:	60 Lake Street		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77856518	BOBBLE MAKE WATER BETTER
Registration Number:	3992585	BOBBLE
Registration Number:	4164473	BOBBLE
Registration Number:	4308713	BOBBLE
Registration Number:	4068331	BOBBLE
Serial Number:	85486089	BOBBLER
Registration Number:	4143146	PUREWATER 2GO
Serial Number:	85741218	BOBBLE SPORT
Serial Number:	85605853	MAKE WATER BETTER

CORRESPONDENCE DATA

**Fax Number**: 8026580978

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 8026587830

Email: smerritt@merritt-merritt.com

Correspondent Name: Sharon J. Merritt, Esq.

Address Line 1: 60 Lake St, 2nd Floor, PO Box 5839
Address Line 4: Burlington, VERMONT 05402

ATTORNEY DOCKET NUMBER:	SEVVEN-002
NAME OF SUBMITTER:	Sharon J. Merritt, Esq.
Signature:	/s/Sharon J Merritt
Date:	06/25/2013

#### Total Attachments: 8

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of May 31, 2013 (this "Assignment") Move Collective LLC, a Delaware limited liability company ("Move"), Move Collective Direct LLC, a Delaware limited liability company ("MCD"), Bobble (Europe) GmbH, a company organized under the laws of the Swiss Confederation ("Bobble"), Pure Water Global, Inc., a Delaware corporation ("PWG" and, together with Move, MCD and Bobble, the "Assignors" and each an "Assignor"), to Seventh Generation Ventures, Inc., a Delaware corporation ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of May 31, 2013, by and among Assignors, Assignee, the owners of Move listed on Schedule 1 thereto and Seventh Generation, Inc. (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignors have agreed to sell, transfer, convey, assign and deliver to the Assignee the Purchased Assets and have agreed to assign to the Assignee all of the Assignors' rights, title and interests in and to Assignors' intellectual property included in those assets, including without limitation the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark registrations, trademark applications, renewal rights and all goodwill relating thereto (the "Marks").

WHEREAS, Assignors are the exclusive owner of the Marks; and

WHEREAS, Assignee wishes to be the exclusive owner of the Marks, and Assignors wish to transfer all of their ownership of the Marks to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment.</u> Each Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith. To the extent that any of Assignors' rights or title in and to the Marks cannot be assigned and transferred by Assignors, then Assignors hereby grant Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Marks.
- 2. <u>Rights and Privileges</u>. All rights and privileges, including the right to sue for and receive all damages from past and future infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
- 3. <u>Further Assurances</u>. Assignors represent and warrant to Assignee, its successors and assigns that on the date hereof they are the exclusive owner of the Marks and have the right to assign the Marks. Assignors agree, at the Assignee's expense and request: (i) to assign, deliver

and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.

- 4. <u>Authorization</u>. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignors' rights in the Marks.
- 5. <u>Covenant Not to Sue</u>. Assignors hereby release, discharge, and covenant not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks.
- 6. <u>Miscellaneous</u>. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignors and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignors and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of New York other than any provision of Delaware law that would result in the application of the laws of any jurisdiction other than the State of Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7. Assignors hereby request and authorize Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., of One Financial Center, Boston, MA 02111, and Merritt & Merritt & Moulton, 60 Lake Street, PO Box 5839, Burlington, VT 05402 to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

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

ASSIGNEE:	SEVENTH GENERATION VENTURES, INC.
	$\langle \langle \langle \rangle \rangle \rangle = -1$
	By:
	Name: John Reployle
	Title: President
ASSIGNORS:	MOVE COLLECTIVE LLC
	By:
	Name:
	Title:
	MOVE COLLECTIVE DIRECT LLC
	Ву:
	Name:
	Title:
	PURE WATER GLOBAL, INC.
	Ву:
	Name:
	Title:
	BOBBLE (EUROPE) GMBH
	•
	Ву:
	Name:
	Title:

[Signature Page to Trademark Assignment Agreement]

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

ASSIGNEE:	SEVENTH GENERATION VENTURES, INC.
	By: Name: John Replogle Title: President
ASSIGNORS:	MOVE COLLECTIVE LLC By: Name: Richard Smiedt Title: Manager and CEO
	MOVE COLLECTIVE DIRECT LLC  By:
	Name: Richard Smiedt Title: Manager
	PURE WATER GLØBAL, INC.  By:
	Name: Richard Smiedt Title: President
	BOBBLE (EUROPE) GMBH  By:
	Name: Richard Smiedt Title: Chief Director

# Schedule A

# Marks and Trade Names

<b>Type</b>	<b>Country</b>	<u>Title</u>	Status/Filing Date/Serial Number	Registration Date/ Registration Number
US Trademark	US	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 10/23/2009 Serial #: 77856518	Registered: 9/21/2010 Reg. #: 3851514
Foreign Trademark	Brazil	Title: BOBBLE MAKE WATER BETTER (Stylized)	Pending Filed: 4/22/2010 Serial #: 830588418	
Foreign Trademark	Brazil	Title: BOBBLE MAKE WATER BETTER (stylized)	Pending Filed: 4/22/2010 Serial #: 830588396	
Foreign Trademark	Canada	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 11/4/2009 Serial #: 1457947	Registered: 9/21/2011 Reg. #: 807109
Foreign Trademark	Chile	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 10/1/2010 Serial #: 923048	Registered: 9/21/2011 Reg. #: 932029
Foreign Trademark	China	Title: BOBBLE MAKE WATER BETTER (stylized)	Abandoned Filed: No Date Serial #: None	Abandoned:
Foreign Trademark	Colombia	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/27/2011 Serial #: 2010.122.101	Registered: 8/3/2011 Reg. #: 424942
Foreign Trademark	Colombia	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/27/2011 Serial #: 2010.122.102	Registered: 8/3/2011 Reg. #: 424943
Foreign Trademark	Guatemala	Title: BOBBLE MAKE WATER BETTER (stylized)	Pending Filed: 10/4/2010 Serial #: 2010-07255	
Foreign Trademark	Guatemala	Title: BOBBLE MAKE WATER BETTER (stylized)	Pending Filed: 10/4/2010 Serial #: 2010-07254	
Foreign Trademark	Israel	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/23/2010 Serial #: 230035	Registered: 12/4/2011 Reg. #: 230035
Foreign Trademark	Israel	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/23/2010 Serial #: 230036	Registered: 12/4/2011 Reg. #: 230036
Foreign Trademark	Israel	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/23/2010 Serial #: 230037	Registered: 12/4/2011 Reg. #: 230037
Foreign Trademark	Korea, Republic of	Title: Bobble Make Water Better	Pending Filed: No Date Serial #: None	

Madrid Protocol	Australia China Denmark Finland France Germany Japan S. Korea Norway Sweden Switzerland United Kingdom	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: No Date Serial #: None	Registered: 10/26/2009 Reg. #: 1032367 Registered Registered Registered Refused Registered Registered Registered Registered Registered Pending Registered Registered Registered Registered Registered Registered Registered Registered Registered
Foreign Trademark	Mexico	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 4/23/2010 Serial #: 1084300	Registered: 12/17/2010 Reg. #: 1195343
Foreign Trademark	Mexico	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 4/23/2010 Serial #: 1084301	Registered: 10/29/2010 Reg. #: 1187583
Foreign Trademark	Mexico	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 4/23/2010 Serial #: 1084302	Registered: 10/28/2010 Reg. #: 1186767
Foreign Trademark	New Zealand	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 10/7/2010 Serial #: 831530	Registered: 4/7/2011 Reg. #: 831530
Foreign Trademark	South Africia	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/24/2010 Serial #: 2010/11059	Registered: 1/5/2012 Reg. #: 2010/11059-61
Foreign Trademark	South Africia	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/24/2010 Serial #: 2010/11060	Registered: 1/5/2012 Reg. #: 2010/11060
Foreign Trademark	South Africia	Title: BOBBLE MAKE WATER BETTER (stylized)	Registered Filed: 5/24/2010 Serial #: 2010/11061	Registered: 1/5/2012 Reg. #: 2010/11061
US Trademark	US	Title: Bobble	Registered Filed: 9/9/2010 Serial #: 85126178	Registered: 7/12/2011 Reg. #: 3992585
Foreign Trademark	Indonesia	Title: BOBBLE	Pending Filed: 10/24/2011 Serial #: D00.2011.042602	
Foreign Trademark	Japan	Title: BOBBLE	Registered Filed: 05/21/2012 Serial #: 2012-040266	Registered: 12/14/2012 Reg. #: 5543438
Foreign Trademark	Korea, Republic of	Title: BOBBLE	Pending Filed: No Date Serial #: 40-2012-0016435	
Madrid Protocol	Australia China France Germany Japan S. Korea United Kingdom	Title: BOBBLE	Registered Filed: No Date Serial #: None	Registered: 9/23/2010 Reg. #: 1054357 Registered Registered Registered Registered Abandoned Abandoned Registered
Foreign Trademark	Philippines	Title: BOBBLE	Registered Filed: No Date Serial #: None	Registered: 3/8/2012 Reg. #: 42011501602
Foreign Trademark	Singapore	Title: BOBBLE	Pending Filed: No Date Serial #: T1216149A	

Foreign Trademark	Thailand	Title: BOBBLE	Pending Filed: 11/22/2011 Serial #: 826999	
Foreign Trademark	Thailand	Title: BOBBLE	Registered Filed: 11/22/2011 Serial #: 826998	Registered: 11/22/2011 Reg. #: Kor360387
Foreign Trademark	Thailand	Title: BOBBLE	Pending Filed: 11/22/2011 Serial #: 826997	
Foreign Trademark	Viet Nam	Title: BOBBLE	Registered Filed: 10/26/2011 Serial #: 4-2011-22657	Registered: 12/14/2012 Reg. #: 197551
Madrid Protocol	Australia	Title: BOBBLE (stylized)	Registered Filed: No Date Serial #: 1056804	Registered: 10/13/2010 Reg. #: 1056804 Registered
US Trademark	US	Title: BOBBLE	Registered Filed: 10/29/2011 Serial #: 85459703	Registered: 6/26/2012 Reg. #: 4164473
US Trademark	US	Title: BOBBLE	Registered Filed: 7/27/2012 Serial #: 85688957	Registered: 3/26/2013 Reg. #: 4308713
Madrid Protocol	Albania Belarus Bosnia & Herzegovina European Community Kazakhstan Liechtenstein Macedonia Montenegro Norway Russian Fed. Serbia Singapore Switzerland Ukraine	Title: BOBBLE	Registered Filed: 8/1/2012 Serial #: None	Registered: 8/1/2012 Reg. #: 1132490 Pending
US Trademark US	US US	Title: BOBBLE  Title: BOBBLER	Registered Filed: 9/9/2010 Serial #: 85126254 Pending	Registered: 12/06/2011 Reg. #: 4068331
Trademark	03	THE BODDLER	Filed: 12/02/2011 Serial #: 85486089	
US Trademark	US	Title: PUREWATER 2GO		Registered: May 15, 2012 Reg. # 4143146
US	US	Title: BOBBLE SPORT	Pending NOA Issued Serial No. 85/741,218	
US	US	Title: MAKE WATER BETTER	Pending NOA Issued Serial No. 85/605,853	

# Common Law/Unregistered Trademarks:

- FILTER AS YOU DRINK!
- SAVES MONEY . SAVES YOUR HEALTH . SAVES THE PLANET.

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Schedule A