

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
HydroXphere, LLC		10/21/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	HydroXphere, LLC		
Street Address:	1149 Executive Circle		
Internal Address:	Suite A		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27511		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85875955	HYDROXSPHERE	
CORRESPONDENCE DATA			
Fax Number:	9043960663		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(904) 398-3911		
Email:	skelly@rtlaw.com		
Correspondent Name:	Stephen E. Kelly		
Address Line 1:	1301 Riverplace Boulevard		
Address Line 2:	Suite 1500		
Address Line 4:	Jacksonville, FLORIDA 32207		
NAME OF SUBMITTER:	Stephen E. Kelly		
Signature:	/Steve Kelly/		

CH \$40.00 85875955

Date:

11/01/2013

Total Attachments: 2

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TRADEMARK/SERVICE MARK ASSIGNMENT

This is a Trademark/Service Mark Assignment from **HydroXphere, LLC**, a Florida limited liability company having its principal address at 3485 Lone Tree Lane, Jacksonville, Florida 32216 ("ASSIGNOR"), to **HydroXphere, LLC**, a North Carolina limited liability company having an office located at 1149 Executive Circle, Suite A, Cary, North Carolina 27511 and its successors, assigns and legal representatives ("ASSIGNEE").

WITNESSETH

WHEREAS, ASSIGNOR has filed with the United States Patent and Trademark Office an application for federal registration of the mark HYDROXPHERE (the "Trademark"), having application serial no. 85/875,955 and a filing date of March 14, 2013 (the "Application"); and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest to the Trademark and the Application.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, ASSIGNOR irrevocably, unconditionally and forever sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest in and to the Trademark and the Application, together with all goodwill of the business connected with the use of and symbolized by the Trademark world-wide, and together with all common law rights and all other registrations and applications for registration both foreign and domestic, and together with all past, present and future claims and causes of action that could have been asserted by ASSIGNOR for damages and equitable and other relief by reasons of infringement, dilution and all other unlawful acts by third parties and/or ASSIGNEE of the Trademark or the Application prior to execution of this Trademark/Service Mark Assignment, with the same right to sue for, and collect the same for ASSIGNEE's own use, benefit and for the use and benefit of its successors, assigns or other legal representative, whether such actions could have been brought in ASSIGNOR's name or in the names of others.

ASSIGNOR represents, warrants and covenants that it has made no assignment, sale, agreement or encumbrance of the Trademark or the Application and it will not make or enter into any which would conflict with this sale, assignment, transfer and conveyance.

