

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

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|-----------------------------|----------|----------------|--------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ChemCal Incorporated | | 02/11/2014 | CORPORATION: |

| | |
|-----------------------------|----------------------|
| RECEIVING PARTY DATA | |
| Name: | H2trOnics, Inc. |
| Street Address: | 635 Westport Parkway |
| Internal Address: | Suite 312 |
| City: | Grapevine |
| State/Country: | TEXAS |
| Postal Code: | 76051 |
| Entity Type: | CORPORATION: TEXAS |

| | | |
|---------------------------|---------|---------------------------------|
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 3655966 | WHERE WATER AND TECHNOLOGY MEET |

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|---|-------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 2147648389 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Email: | ipdocketing@kk-llp.com |
| Correspondent Name: | Klemchuk Kubasta LLP |
| Address Line 1: | 8150 North Central Expressway |
| Address Line 2: | Tenth Floor |
| Address Line 4: | Dallas, TEXAS 75206 |

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|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1416 |
| NAME OF SUBMITTER: | Kirby b. Drake |
| Signature: | /Kirby B. Drake/ |

OP \$40.00 3655966

Date:

02/20/2014

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between ChemCal Incorporated, a Texas corporation (the "Assignor"), and H₂trOnics, Inc., a Texas corporation, (the "Assignee").

WITNESSETH

WHEREAS, Assignor has adopted and used in commerce the trademark WHERE WATER AND TECHNOLOGY MEET bearing registration number 3,655,966 (hereinafter "the Mark"); and

WHEREAS, in return for an assignment of the Mark, Assignee agrees to maintain the registration for the Mark and take over enforcing the Mark; and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Mark, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past or future infringement thereof; and

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto Assignee all of Assignor's right, title, and interest in and to the Mark, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for future or past infringement thereof.
2. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Texas.
3. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned.

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment effective as of February 11th, 2014.

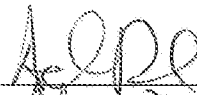
CHEMICAL INCORPORATED



By: Steve Dunbar

Its: CEO

H₂TRONICS, INC.



By: Adam Dumbles

Its: VP of Technology