

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298028

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Richard R. DeGrave		02/14/2014	INDIVIDUAL:
Lupita DeGrave		02/14/2014	INDIVIDUAL:
Water Tec International, Inc.		02/14/2014	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Water Tec of Tucson, Inc.		
<b>Street Address:</b>	4601 S. 3rd Ave.		
<b>City:</b>	Tucson		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85714		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3719837	WATER IXC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5207702243		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	520-770-8721		
<b>Email:</b>	reena.mendez@quarles.com		
<b>Correspondent Name:</b>	Nikia L. Gray		
<b>Address Line 1:</b>	One S. Church Avenue, Ste. 1700		
<b>Address Line 2:</b>	Quarles & Brady LLP		
<b>Address Line 4:</b>	Tucson, ARIZONA 85701-1621		
<b>ATTORNEY DOCKET NUMBER:</b>	135569.00015		
<b>NAME OF SUBMITTER:</b>	Nikia L. Gray		
<b>SIGNATURE:</b>	/Nikia L. Gray/		
<b>DATE SIGNED:</b>	03/13/2014		
<b>Total Attachments: 3</b>			
source=Assign#page1.tif			
source=Assign#page2.tif			

CH \$40.00 3719837



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and effective as of Feb 14, 2014 ("Effective Date") by Water Tec International, Inc., an Arizona corporation, and Richard. R. DeGrave and Lupita DeGrave, a married couple, (collectively, the "Assignors"), to Water Tec of Tucson, Inc., an Arizona corporation ("Assignee").

### RECITALS

- A. Assignors, collectively and/or individually, are the owners of United States Federal Trademark Registration No. 3,719,837 (the "Registration");
- B. Assignors represent that they have not executed and will not execute any agreement in conflict herewith;
- C. Assignors wish to transfer all right, title and interest in the Registration, any and all common law trademark rights in and to the Mark in the United States, together with the goodwill of the business in the United States represented by the Mark; and
- D. Assignee wishes to acquire the same from Assignors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as well as in consideration of the foregoing recitals, together with the mutual promises and covenants below, the parties agree as follows:

### ASSIGNMENTS

1. Assignors hereby assign, transfer and convey to Assignee, its successors and assigns, all right, title and interest of Assignors in and to the Registration together with all intellectual property rights in or arising therefrom in the United States, including, without limitation, all common law rights in the United States in and to the Mark, together with the goodwill connected with and symbolized by the Mark in the United States, all claims for damages in the United States by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment ("Materials").
2. Assignors agree to execute any further documents, at Assignee's expense, that may be reasonably requested by Assignee, its successors, assigns, or other legal representatives, to document, perfect, and/or record the transfer of ownership in the Materials from Assignors to Assignee and in the preparation and prosecution of any applications for registration of the Materials.
3. The terms and provisions of this Assignment will be governed by and construed under the laws of the State of Arizona without regard to conflicts of laws principles that would require application of any other law.

4. This is the entire Assignment between the parties regarding the subject matter herein, and as such it expressly supersedes and replaces any existing Assignment, oral or written, regarding the subject matter of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

Richard J. DeGrave

2-14-14  
Date

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF PIMA            )

I, ~~Judith A Block~~ a Notary Public in and for the county and State aforesaid, do hereby certify that Richard J. DeGrave, whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged under oath that he signed, sealed, and delivered this TRADEMARK ASSIGNMENT as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of February, 2014.

Notary Public  
My commission expires:

Lupita DeGrave

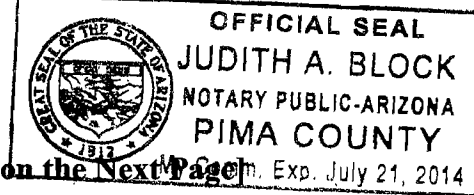
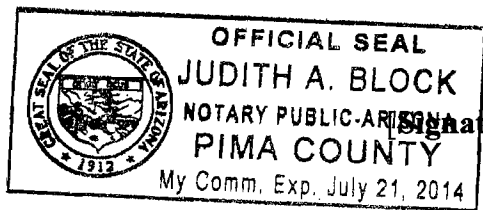
2-14-14  
Date

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF PIMA            )

I, ~~Judith A Block~~ a Notary Public in and for the county and State aforesaid, do hereby certify that Lupita DeGrave, whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged under oath that he signed, sealed, and delivered this TRADEMARK ASSIGNMENT as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of February, 2014.

Notary Public  
My commission expires:



Signatures Continued on the Next Page

