

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquavations Corporation		03/13/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Consolidated Minerals, Inc.		
Street Address:	1616 South 14th Street		
City:	Leesburg		
State/Country:	FLORIDA		
Postal Code:	34748		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2641566	HYDRAZZO	
Registration Number:	2461335	AQUAVATIONS	
CORRESPONDENCE DATA			
Fax Number:	6175735850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	070854.00011		
NAME OF SUBMITTER:	Elizabeth Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	03/14/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) is made as of this 13th day of March, 2017 (the “Effective Date”) between Aquavations Corporation, a corporation organized under the laws of Florida (the “Assignor” or the “Company”) and Consolidated Minerals, Inc., a corporation organized under the laws of Florida (the “Assignee”) (each a “Party” and together the “Parties”).

WHEREAS, Assignee, Assignor and Dan Gautier have entered into that certain Asset Purchase Agreement dated and effective as of the close of business on March 13, 2017, pursuant to which the Assignor will sell to Assignee, and Assignee will purchase from the Assignor, the Assets (the “Purchase Agreement”);

WHEREAS, the Assignor owns the Patents and Trademarks listed on Exhibit A (collectively, the “Company-Owned Intellectual Property”) as of the execution date of this Agreement and, the Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Company-Owned Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereto agree as follows:

1. Definitions. Capitalized terms have the meaning assigned to them in the Purchase Agreement unless they are defined in this Assignment.
 - 1.1 “*Enforcement and Recovery Rights*” means the right to sue and recover for past, current or future infringements, misappropriations or violations of an Intellectual Property Right, including recovery of royalties, fees, income and other payments and proceeds (whether such fees, income, payments, or proceeds are due or accrue before or after the Effective Date).
2. Assignment of Company-Owned Intellectual Property. In partial consideration of and subject to the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor’s right, title, and interest in and to (a) the Company-Owned Intellectual Property, including without limitation, the Patents and Trademarks listed on Exhibit A, (b) all US and foreign patent and trademark rights, including (i) all domestic and foreign patents and patent applications related to the Patents, including divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals (and the right to apply for any of the foregoing); (ii) the right to claim priority based on the filing date of the Patents and Trademarks under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes, (iii) all domestic and foreign trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, together with all business associated with such Trademarks and the goodwill of the business connected with the use of such Trademarks and symbolized thereby ((a) – (b) collectively, the “*Assigned Intellectual Property*”); and (d) all Enforcement and Recovery Rights associated with the Assigned

Intellectual Property. Seller retains no right, power or continuing interest in the Assigned Intellectual Property.

3. Cooperation; Further Assistance. Assignor shall assist Assignee, at Assignee's reasonable cost and expense (upon submission of supporting documentation), to an extent reasonably necessary to transfer title in and to the Assigned Intellectual Property or to enforce its rights in the Assigned Intellectual Property. Assignor agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.
4. Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail.
5. Counterparts. This Assignment may be executed by facsimile and pdf copy and in counterparts, each of which shall be deemed to be original but all of which together shall constitute a single instrument.
6. Miscellaneous. The Miscellaneous provisions set forth in Article VIII of the Purchase Agreement are hereby incorporated by reference herein.

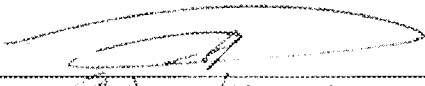
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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

AQUAVATIONS CORPORATION

By: _____
Dan Gautier, President

CONSOLIDATED MINERALS, INC.

By:  _____
Name: Fred Holten
Title: CEO

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the Effective Date.

AQUAVATIONS CORPORATION

By: _____
Dan Gautier, President

CONSOLIDATED MINERALS, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

Patents

Title of Patent	Application Number	Patent Number	Filing Date of Application	Issue Date
Water Driven Rotary Tool	11/101,928	7,357,701	April 8, 2005	April 15, 2008

Trademarks

Mark	Reg. No.	Reg. Date	Jurisdiction
HYDRAZZO	2641566	October 29, 2002	US
AQUAVATIONS	2461335	June 19, 2001	US