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	HYDROXPHERE

CH $40.00 85875955

CORRESPONDENCE DATA

Fax Number: 9043960663

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

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/

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.

TRADEMARK
REEL: 005143 FRAME: 0478

The ASSIGNOR has executed this Trademark/Service Mark Assignment on the date indicated below.

HydroXphere, LLC

By: _____
Charles G. Houchin, its Managing Member

STATE OF NORTH CAROLINA §
§
COUNTY OF Wake §

BEFORE ME, a Notary Public, on this day personally appeared **Charles G. Houchin**, who is known to me or who has produced his drivers license of the State of Florida having license number H 250-147-87-403-0 as proof that he is the person whose name is subscribed to the foregoing Trademark/Service Mark Assignment and acknowledged to me that the same was his act, and that he has sworn to, subscribed to and executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of October, 2013.

PATTY LEDFORD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 5, 2016
WAKE CO., NC

Patty Ledford
Print Name of Notary Public
[Seal]
Patty Ledford
Notary Public in and for
the State of North Carolina
My commission expires: 10/5/16

TRADEMARK
RECORDED: 11/01/2013
REEL: 005143 FRAME: 0479