

05-22-2002



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102099820

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE WATER STORE NETWORK

5-17-02

- Individual(s)
- General Partnership
- Corporation - State of Nevada
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 31, 2001

2. Name and address of receiving party(ies):

Name: PURIFIED WATER TO GO CORPORATION

Internal Address: _____

Street Address: 5130 S. Valley View Boulevard, Suite 100

City: Las Vegas State Nevada ZIP: 89118

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Nevada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark registration No(s).

1,934,493

Additional numbers attached? Yes No

OFFICE OF PUBLIC RECORDS
MAY 17 AM 11:46
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Kevin Gray
Jenkins & Gilchrist, a Professional Corporation

Internal Address: _____

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Kevin Gray
Name of Person Signing

Signature

May 7, 2002
Date

Total number of pages comprising cover sheet: 2

05/22/2002 LMUELLER 00000006 1934493

01 FC:481

40.00 00

Dallas2 893863 v 1, 54038.00011

TRADEMARK
REEL: 002510 FRAME: 0965

CONFIRMATION TRADEMARK ASSIGNMENT

This Confirmation Trademark Assignment (this "Assignment") is made as of June 1, 2001 by and between **The Water Store Network**, a Nevada corporation, (hereinafter "Assignor") and **Purified Water To Go Corporation**, a Nevada corporation, located at 5130 S. Valley View Boulevard, Suite 100, Las Vegas, Nevada 89118 (hereinafter "Assignee")

WHEREAS, the Assignor was the owner of all right, title and interest in and to United States Trademark Registration No. 1,934,493 for the mark PROVIDING SUPERIOR QUALITY (hereinafter "the Mark"); and

WHEREAS, Assignor was desirous of assigning, and Assignee was desirous of obtaining, all right, title and interest in and to the aforementioned Mark; and

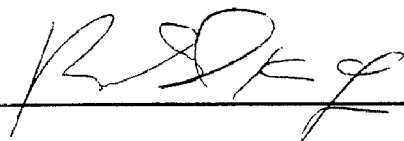
WHEREAS, effective January 5, 1996, Assignor assigned all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Mark, to Assignee, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the United States Trademark Registration No. 1,934,493 from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration previously paid, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective January 5, 1996, Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement by the Mark, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on June 1, 2001.

The Water Store Network

By: 
Name: Ronald E. Quinn
Title: President