

## 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
Adopt-A-Stormdrain, Inc.		05/17/2004	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Adopt-A-Waterway, LLC
Street Address:	919 Manhattan Aveune, Suite 100
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266
Entity Type:	Limited liability company: CALIFORNIA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76315553	CLEANER STORMDRAINS CLEANER OCEANS
Serial Number:	76202617	SPONSOR-A-STORMDRAIN
Serial Number:	76315552	CLEANER STORMDRAINS CLEANER RIVERS
Serial Number:	76338700	CLEANER STORMDRAINS CLEANER WATERWAYS

## CORRESPONDENCE DATA

Fax Number: (949)760-9502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 949-760-0404

Email: efilng@kmob.com

Correspondent Name: Jonathan A. Hyman

Address Line 1: 2040 Main Street

Address Line 2: Fourteenth floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:

ECC.030GEN

NAME OF SUBMITTER:

Jonathan A. Hyman

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Total Attachments: 2  
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SERVICE MARK ASSIGNMENT

This Service Mark Assignment (hereinafter referred to as "Assignment") is effective as of the \_\_\_\_ day of 2004, by and between Adopt-A-Stormdrain, Inc., a California corporation having a place of business at 919 Manhattan Ave., Suite 100, Manhattan Beach, CA 90266 (hereinafter referred to as "ASSIGNOR"), and Adopt-A-Waterway, LLC, a California Limited Liability Company having a place of business at 919 Manhattan Ave., Suite 100, Manhattan Beach, CA 90266 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the service marks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Service Marks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Service Marks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal service mark applications and registrations relating to the Service Marks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications and Registrations");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Service Marks and Applications and Registrations worldwide and any other registered or unregistered trademarks and service marks owned or used by ASSIGNOR or any of its licensees worldwide, together with the business associated with the Service Marks and Applications and Registrations including the goodwill thereof; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Service Marks and Applications and Registrations worldwide and any other registered or unregistered trademarks and service marks owned or used by ASSIGNOR or any of its licensees world-wide, together with the business associated with the Service Marks and Applications and Registrations including the goodwill thereof;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Service Marks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks and service marks owned or used anywhere in the world by ASSIGNOR or any of its licensees;
- (4) the business associated with the Service Marks and Applications and Registrations;

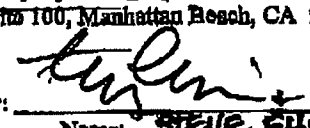
the goodwill symbolized by said Service Marks and Applications and Registrations, and other registered or unregistered trademarks and service marks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Manhattan Beach, CA this 17th day of May 2004.

Adopt-A-Stormdrain, Inc., a California corporation having a place of business at 919 Manhattan Ave., Suite 100, Manhattan Beach, CA 90266

By:   
Name: PAUL POLITO  
Title: CEO & PRESIDENT

Adopt-A-Waterway, LLC, a California Limited Liability Company having a place of business at 919 Manhattan Ave., Suite 100, Manhattan Beach, CA 90266

By:   
Name: STEVE EHLINGER  
Title: COO


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**SCHEDULES TO SERVICE MARK ASSIGNMENT****SCHEDULE A**

CLEANER STORMDRAINS | CLEANER LAKES  
 CLEANER STORMDRAINS | CLEANER OCEANS  
 CLEANER STORMDRAINS | CLEANER DELTAS  
 CLEANER STORMDRAINS | CLEANER BAYS  
 CLEANER STORMDRAINS | CLEANER STREAMS  
 SPONSOR-A-STORMDRAIN  
 CLEANER STORMDRAINS | CLEANER RIVERS  
 CLEANER STORMDRAINS | CLEANER WATERWAYS

**SCHEDULE B**

Federal Service Mark Applications and Registrations:

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OUR FILE NO.
CLEANER STORMDRAINS CLEANER LAKES	76/315,551	09/20/01	N/A	N/A	ECC.004T
CLEANER STORMDRAINS CLEANER OCEANS	76/315,553	09/20/01	N/A	N/A	ECC.005T
CLEANER STORMDRAINS CLEANER DELTAS	76/315,554	09/20/01	N/A	N/A	ECC.006T
CLEANER STORMDRAINS CLEANER BAYS	76/315,567	09/20/01	N/A	N/A	ECC.007T
CLEANER STORMDRAINS CLEANER STREAMS	76/315,568	09/20/01	N/A	N/A	ECC.008T
SPONSOR-A-STORMDRAIN	76/202,617	01/24/01	2,716,679	05/13/03	ECC.017T
CLEANER STORMDRAINS CLEANER RIVERS	76/315,552	09/20/01	2,740,749	07/22/03	ECC.018T
CLEANER STORMDRAINS CLEANER WATERWAYS	76/338,700	11/15/01	2,740,756	07/22/03	ECC.019T
	76/203,074	01/31/01	N/A	N/A	N/A

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