

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
White Water Beverage, LLC		02/24/2005	limited liability company: COLORADO
RECEIVING PARTY DATA			
Name:	H2YO, L.L.C.		
Street Address:	1579 Monroe Drive, Suite F409		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30324		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78170260	H2YO	
Serial Number:	78538049	H2YO	
Serial Number:	78445909	YO2O	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
NAME OF SUBMITTER:	John L. Slafsky		
Signature:	/John L. Slafsky/		

CH \$90.00 78170260

Date:

03/29/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of February 24, 2005 by **White Water Beverage, LLC**, a Colorado limited liability company, having its registered office at 69 E. Airport Road, Aspen, Colorado 81611 ("Assignor"), to **H2YO, L.L.C.**, a Delaware limited liability company having a place of business at 1579 Monroe Drive, Suite F409, Atlanta, GA 30324, United States of America ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of February 24, 2005 (the "Purchase Agreement").

B. Assignor is the owner of the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto (the "Trademarks") and all other rights appurtenant thereto throughout the world, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

C. Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same.

D. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, any and all registrations of the Trademarks, any and all applications to register the Trademarks, all common law rights in, to and under the Trademarks and all other rights in, to and under the Trademarks together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, take any and all reasonable steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware and the United States America without regard to conflicts of laws provisions thereof.

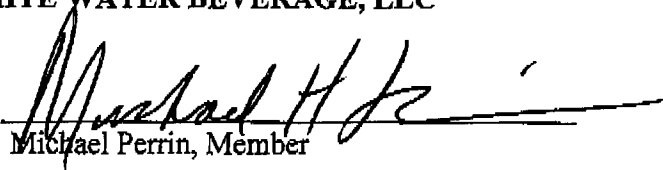
6. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Assignor

WHITE WATER BEVERAGE, LLC

By: _____


Michael Perrin, Member

Schedule A

<u>Mark</u>	<u>Serial or Registration #</u>	<u>Application Date/Registration Date</u>
H2YO	78/170,260	October 2, 2002
H2YO	78/538,049	December 23, 2004
Yo2O	78/445,909	July 5, 2004