

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
LifeSprings Spas, Inc.		04/25/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Watkins Manufacturing Corporation		
Street Address:	1280 Park Center Drive		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92083		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78293159	LIFESPRINGS SPAS	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-594-0600		
Email:	tlz@raderfishman.com		
Correspondent Name:	Tracy Zawaski, Rader, Fishman & Grauer		
Address Line 1:	39533 Woodward Ave.		
Address Line 2:	Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48067		
NAME OF SUBMITTER:		Tracy L. Zawaski	
Signature:		/Tracy L Zawaski/	
Date:		05/04/2005	

CH \$40.00 78293159

Total Attachments: 1

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**TRADEMARK
 REEL: 003077 FRAME: 0800**

EXHIBIT D

ASSIGNMENT

WHEREAS, LifeSprings Spas, Inc., a California corporation, at 14562 Central Avenue, Chino, California 91710 ("Assignor") is owner of the entire right title and interest in and to U.S. Application Serial No. 78/293,159 for the mark LIFESPRINGS SPAS filed on August 27, 2003; and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL associated with the mark; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof (collectively, the "Trademark Rights"); and

WHEREAS, Watkins Manufacturing Corporation, a California corporation, at 1280 Park Center Drive, Vista, California 92083 ("Assignee") wishes to acquire and Assignor wishes to transfer to Assignee the Trademark Rights.

NOW, THEREFORE, for good, valuable and legally sufficient consideration, receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

LIFESPRINGS SPAS, INC.

Dated:

4/25/05

By:

Tim Horwood

Name
Title

TIM HORWOOD
CEO