

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hawaiian Natural Water Co., Inc.		11/20/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hawaiian Springs, LLC		
<b>Street Address:</b>	98-746 KUAHAO PLACE		
<b>City:</b>	PEARL CITY		
<b>State/Country:</b>	HAWAII		
<b>Postal Code:</b>	96782		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78528165	HAWAIIAN EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)851-9348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949 757 7148		
<b>Email:</b>	ocipdocketing@mwe.com		
<b>Correspondent Name:</b>	Farah P. Bhatti, Esq.		
<b>Address Line 1:</b>	18191 Von Karman Ave., Suite 500		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	076917-011		
<b>NAME OF SUBMITTER:</b>	Farah P. Bhatti		
<b>Signature:</b>	/farah p. bhatti/		
<b>Date:</b>	05/02/2007		

CH \$40.00 78528165

Total Attachments: 4

source=Hawaiian#page1.tif

source=Hawaiian#page2.tif

source=Hawaiian#page3.tif

source=Hawaiian#page6.tif

## **EXHIBIT G**

### **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This assignment of intellectual property (“**Agreement**”) is dated November 29, 2006, and is between Hawaiian Natural Water Co., Inc., a Delaware corporation (“**Seller**”), and Hawaiian Springs, LLC, a Delaware limited liability company (“**Purchaser**”). Seller and Purchaser may be referred to herein collectively as the “**Parties**,” and each individually as a “**Party**.”

Seller and Purchaser have entered into an Asset Purchase Agreement dated as of November 29, 2006, (the “**Sale Agreement**”), and to which this Agreement is attached as **Exhibit G**. Unless otherwise defined herein, all capitalized terms used in this Agreement will have the meaning ascribed to them in the Sale Agreement.

Under the Sale Agreement, upon the Closing thereof, Seller has agreed to sell, transfer and deliver to Purchaser the Intellectual Property, and Purchaser has agreed to purchase from Seller the Intellectual Property.

The parties therefore agree as follows:

#### **1. Assignment and Assumption.**

Seller sells, transfers, and delivers to Purchaser all of the Intellectual Property upon and subject to the terms and conditions of the Sale Agreement, including, without limitation, the Intellectual Property set forth in the Schedule 1 attached hereto. This Agreement includes the assignment by Seller to Purchaser of all of Seller’s right, title and interest to the Intellectual Property, including, without limitation, all goodwill represented thereby or associated therewith, and all rights to damages, profits and other remedies, due or accrued, arising out of any and all infringement, misappropriation, claims, or other disputes relating thereto, and the right to sue for and recover the same in Purchaser’s own name or for Purchaser’s sole benefit.

#### **2. Governing Law.**

This Agreement is governed by and construed in accordance with the internal laws of the State of Hawaii (without regard to conflicts-of-laws principles that would require the application of any other law). Any litigation whatsoever by either party hereto will be initiated and conducted exclusively in the State of Hawaii. The parties expressly consent to the exclusive jurisdiction and venue of the courts of the State of Hawaii for all purposes.

#### **3. Power of Attorney.**

(a) Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney or attorneys of Seller, with full power of substitution, for Seller and in its name and stead, or otherwise, but on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive from time to time, any and all Intellectual Property hereby given, granted, bargained, sold, assigned, transferred, conveyed, set over,

confirmed, and delivered and give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Seller or otherwise, but for the benefit of Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to any of the Intellectual Property hereby given, granted, bargained, sold, assigned, transferred, set over, confirmed, delivered or conveyed, and to defend or compromise any or all actions, suits or proceedings in respect of any of the Intellectual Property and do all such acts and things in relation thereto as Purchaser, its successors and assigns, will deem advisable. Seller hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and will be irrevocable by Seller in any manner and for any reason.

(b) Seller for itself and its successors and assigns, does hereby covenant with Purchaser, its successor and assigns, that Seller and its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, bills of sale, transfers, assignments and conveyances, powers of attorney, conveying and confirming unto Purchaser, its successors and assigns, all and singular, the Intellectual Property hereby granted, sold, assigned, transferred, conveyed and delivered as Purchaser, its successors or assigns, will reasonably require; *provided, however*, that the Purchaser, its successors and assigns will prepare all necessary documentation.

**4. Sale Agreement Controls.**

This Agreement is intended to implement and be consistent the terms and conditions of the Sale Agreement. If any of the provisions hereof are in conflict with the provisions of the Sale Agreement, the Sale Agreement controls.

**5. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement.

The Parties are signing this Agreement as of the date in the introductory paragraph.

**PURCHASER**

**SELLER**

**Hawaiian Springs, LLC**

**Hawaiian Natural Water Co., Inc.**

By: Richard B. Hadley  
Name: Richard B. Hadley  
Title: Managing Member

By: Thomas J. Van Dixhorn  
Name: Thomas J. Van Dixhorn  
Title: President

**SCHEDULE 1**  
**INTELLECTUAL PROPERTY**

[to be attached]

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>Next Action Due (Original)</i>							
<b>HAWAIIAN EDGE (Used by Trinity Springs)</b>							
UNITED STATES	806581-0025	12/1/2004	78/528,165			ALLOWED	32
	11/2/2006	STATEMENT OF USE					
	11/2/2006	FILE ITU EXTENSION					
32 - beverages, namely, all natural sports drinks							
<b>HAWAIIAN SPRINGS</b>							
CHINA	806581-0026	1/25/2005	4480988			PENDING	32
	7/25/2006	STATUS CHECK					
32 - bottled water							
EUROPEAN UNION (CT	806581-0027	12/10/2004	4189809	2/10/2006	4189809	REGISTERED	32
	2/10/2011	PROOF OF USE					
32 - bottled water							
FJI	806581-0028	3/3/2005	136/2005	3/22/2006	136/2005	REGISTERED	32
	3/22/2011	PROOF OF USE					
32 - Local Class 44; bottled water							
HONG KONG	806581-0029	12/13/2004	300336771			ABANDONED	32
32 - bottled water							
JAPAN	806581-0030	12/27/2004	118334/2004			ABANDONED	32
32 - bottled water, waters (beverages), soft drinks, fruit juices							
PHILIPPINES	806581-0031	1/25/2005	4-2005-000762			PENDING	32
	10/26/2006	STATUS CHECK					
32 - bottled water							
TAIWAN	806581-0032	12/10/2004	93057954	1/1/2006	1190312	REGISTERED	32
	1/1/2009	PROOF OF USE					
32 - bottled water							
UNITED STATES	806581-0003	5/12/2004	78/417,643	6/7/2005	2,959,884	REGISTERED	32
	12/26/2006	RE STATUS CHECK					
32 - bottled water							
Date of first use 2/24/95							
Date of first use in commerce 9/15/95							
UNITED STATES	806581-0044	3/11/2005	78/585,148			ABANDONED	5
5 - fruit drinks, herbal teas, sports drinks and other beverages; food products, including organic and natural foods; dietary supplements, nutritional supplements, vitamin supplements and nutraceuticals; spa products, bath products, essential oils, hair care products, skin care products, body care products and nail care products; cosmetics, scented oils and fragrances; herbal products; aromatherapy products; homeopathic remedies; and dentifrices							
<b>HAWAIIAN SPRINGS and Design (Chinese Version - Old Flower)</b>							
TAIWAN	806581-0020	12/2/1998	87058131	12/1/1999	877755	REGISTERED	32
	2/22/2006	STATE OF INCORPORATN					
32 - mineral water, bottled mineral water							
<b>HAWAIIAN SPRINGS and Design (New Volcano)</b>							
JAPAN	806581-0016	1/21/2004	2004-4289	12/3/2004	4822593	REGISTERED	32
	12/3/2007	PROOF OF USE					
32 - mineral water made in Hawaii, waters (beverages) made in Hawaii, carbonated drinks (refreshing beverage) made in Hawaii							
THAILAND	806581-0033	12/28/2004	577478			ABANDONED	32
32 - bottled water							
UNITED STATES	806581-0007	12/18/2003	76/565,825	8/9/2005	2,982,673	REGISTERED	32
	12/26/2006	RE STATUS CHECK					
32 - bottled water							
Date of first use 3/6/2003							
Date of first use in commerce 9/15/03							