

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
Bluewater Publishing, Inc.		06/26/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Surflife/Wavetrak, Inc.		
Street Address:	300 Pacific Coast Highway		
Internal Address:	Suite 310		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92663		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2751487	WATER	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3300		
Email:	jchester@sidley.com		
Correspondent Name:	Julia M. Chester		
Address Line 1:	4663 Westside Drive		
Address Line 4:	Dallas, TEXAS 75209		
ATTORNEY DOCKET NUMBER:	32046-80020		
NAME OF SUBMITTER:	Julia M. Chester		
Signature:	/Julia M. Chester/		
Date:	07/19/2007		

CH \$40.00 2751487

Total Attachments: 3

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

ASSIGNMENT OF TRADEMARKS

WHEREAS, BLUEWATER PUBLISHING, INC., a California corporation having its principal place of business at 417 29th Street, Newport Beach, California, 92663, ("**Assignor**"); is the owner of the trademarks shown on the attached **Schedule A** (hereinafter "**the Trademarks**"); and

WHEREAS, SURFLINE/WAVETRAK, INC., a Delaware corporation having its principal place of business at 300 Pacific Coast Highway, Suite 310, Huntington Beach, California 92648 ("**Assignee**"), is desirous of acquiring the Trademarks together with the goodwill symbolized by the Trademarks.

WHEREAS, Assignor, Assignee, FOAM, LLC, a Delaware limited liability company, and Steve Zeldin, the sole stockholder of Assignor, have executed an Asset Purchase Agreement dated as of June 26, 2007 ("**Purchase Agreement**") whereby Assignor has sold to Assignee and Assignee has purchased from Assignor the Water Assets (as defined in the Purchase Agreement), including without limitation, the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with the goodwill symbolized by the Trademarks and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to the Trademarks or the associated goodwill. Assignor and Assignee agree to amend **Schedule A** as necessary to include any additional trademarks that fit within the definition of Intellectual Property (as defined in the Purchase Agreement) that are included in the Water Assets (as defined in the Purchase Agreement).

THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature Page Follows]

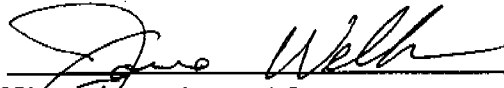
Surflin Assignment of Trademarks

Signed as of this 26 day of June, 2007.

BLUEWATER PUBLISHING, INC.

By: 
Name: Steve Uldin
Title: Pres.

SURFLINE/WAVETRAK, INC.

By: 
Name: JONNO WELLS
Title: CEO

Surflin Assignment of Trademarks

SCHEDULE A

Water Trademark Registration #76/372,580

LA1 890400

RECORDED: 07/19/2007

**TRADEMARK
REEL: 003584 FRAME: 0107**