

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
Hawaiian Natural Water Co., Inc.		11/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hawaiian Springs, LLC		
Street Address:	3375 KOAPAKA ST.		
Internal Address:	SUITE F220-27		
City:	HONOLULU		
State/Country:	HAWAII		
Postal Code:	96819		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2982673	HAWAIIAN SPRINGS	
Registration Number:	2959884	HAWAIIAN SPRINGS	
CORRESPONDENCE DATA			
Fax Number:	(949)851-9348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949 757 7148		
Email:	ocipdocketing@mwe.com		
Correspondent Name:	Farah P. Bhatti, Esq.		
Address Line 1:	18191 Von Karman Ave., Suite 500		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	076917-0013/0015		
NAME OF SUBMITTER:	Farah P. Bhatti		
Signature:	/farah p. bhatti/		

CH \$65.00 2982673

Date:

09/19/2007

Total Attachments: 8

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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

Hawaiian Springs, LLC

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

SELLER

Hawaiian Natural Water Co., Inc.

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

SCHEDULE 1

INTELLECTUAL PROPERTY

[to be attached]

INTELLECTUAL PROPERTY

All intellectual property rights pertaining to Seller, its Business or any
Property including but NOT limited to the following:

Website

Domain Name..... hawaiianspring.com
Creation Date..... 2001-12-08
Registration Date.... 2002-12-22
Expiry Date..... 2008-12-08
Organisation Name.... Hawaiian Natural Water Company, Inc
(HAWAIIANSPRING-DOM)
Organisation Address. 98-746 Kuahao Place
Organisation Address.
Organisation Address. Pearl City
Organisation Address. 96782
Organisation Address. HI
Organisation Address. UNITED STATES

Admin Name..... Pete Martinez
Admin Address..... 1270 Queen Emma St. #510
Admin Address..... HONOLULU, HI 96813-2307
Admin Address..... US
Admin Address..... 96813-2307
Admin Address..... HI
Admin Address..... UNITED STATES
Admin Email..... pete@hizhawaii.com
Admin Phone..... 808-538-7080
Admin Fax..... 123-123-1234

Tech Name..... Domain Administrator
Tech Address..... PO Box 3895
Tech Address.....
Tech Address..... Englewood
Tech Address..... 80155
Tech Address..... CO
Tech Address..... UNITED STATES
Tech Email..... hostmaster@securasites.com
Tech Phone..... +180.14370220
Tech Fax.....
Name Server..... NS1.SECURE.NET
Name Server..... NS2.SECURE.NET

HAWAIIAN NATURAL WATER COMPANY, INC.

Trademark Report by Mark

Printed: 10/15/2006

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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UNITED STATES	806581-0003	5/12/2004	78417,643	6/7/2005	2,958,884	REGISTERED	32
	12/28/2006	RE STATUS CHECK					
32 - bottled water							
Date of first use 2/24/95							
Date of first use in commerce 9/15/95							

UNITED STATES	806581-0007	12/18/2003	76565,825	8/9/2005	2,982,673	REGISTERED	32
	12/28/2006	RE STATUS CHECK					
32 - bottled water							
Date of first use 3/6/2003							
Date of first use in commerce 9/15/03							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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