

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
Applied Process Technology, Inc.		09/27/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Blue Water Technologies, Inc.		
Street Address:	10450 N. Airport Dr.		
City:	Hayden		
State/Country:	IDAHO		
Postal Code:	83835-9742		
Entity Type:	CORPORATION: IDAHO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77317353	CENTRA-FLO	
CORRESPONDENCE DATA			
Fax Number:	(509)459-0396		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5092525015		
Email:	pmitchell@rainierpatents.com		
Correspondent Name:	Paul Mitchell, Rainier Patents, P.S.		
Address Line 1:	505 W. Riverside Ave. Suite 500		
Address Line 4:	spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	BW1-0017TM		
NAME OF SUBMITTER:	Paul Mitchell		
Signature:	/paulmitchell/		
Date:	03/11/2008		

OP \$40.00 77317353

Total Attachments: 4

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("*Agreement*") is made and entered into as of September 27, 2006, by and among Blue Water Technologies, Inc., an Idaho corporation ("*Blue Water*"), Jay S. Stevens and Kay B. Stevens, husband and wife and residents of Texas (together the "*Sellers*").

RECITAL

Sellers desire to sell, and Blue Water desires to purchase, all of the issued and outstanding shares (the "*Shares*") of capital stock of Applied Process Technology, Inc., a Texas corporation ("*APT*"), for the consideration and on the terms set forth in this Agreement.

AGREEMENT

Now therefore, in consideration of the foregoing, and the representations, warranties, covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below:

[REDACTED]

"*APT-Licensed IP Rights*" is defined in Section 3.20(a) hereof.

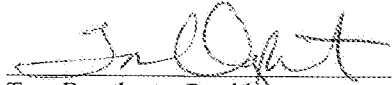
"*APT-Owned IP Rights*" is defined in Section 3.20(a) hereof.

3.20 Intellectual Property.

(a) To Sellers' Knowledge, APT (i) owns and has independently developed or (ii) has the valid right or license to use, possess, develop, make, have made, offer for sale, sell, import, copy, distribute, display, perform, transmit, license, market, advertise, create derivative works of, and/or dispose of all Intellectual Property (as defined below) used in the conduct of APT's Business (the "**Business**"), as presently conducted and as contemplated to be conducted (such ownership and rights being hereinafter collectively referred to as the "**IP Rights**"). Such IP Rights are sufficient for the conduct of the Business. As used herein, the term "**Intellectual Property**" means, collectively, all worldwide industrial and intellectual property rights, including patents, patent applications, patent rights, trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, mask work rights, mask work registrations and applications therefor, franchises, licenses, inventions, trade secrets, know-how, customer lists, supplier lists, proprietary processes and formulae, technology, software source code and object code, algorithms, net lists, architectures, structures, screen displays, photographs, images, layouts, development tools, designs, blueprints, specifications, technical drawings (or similar information in electronic format) and all documentation and media constituting, describing or relating to the foregoing, including manuals, programmers' notes, memoranda and records. As used in this Section 3.20, "**APT-Owned IP Rights**" means IP Rights that are owned by or exclusively licensed to APT; and "**APT-Licensed IP Rights**" means IP Rights that are not APT-Owned IP Rights, including IP Rights for which APT has a non-exclusive license.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BLUE WATER TECHNOLOGIES, INC.



Tom Daugherty, President

SELLERS

Jay S. Stevens

Kay B. Stevens


[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

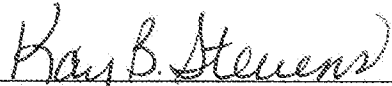
BLUE WATER TECHNOLOGIES, INC.

SELLERS

Tom Daugherty, President



Jay S. Stevens



Kay B. Stevens

[Signature Page to Stock Purchase Agreement]