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10/10/2008 6:08:27 AM PAGE 3/005 Fax Server

CHRISTOPHER J. BISCHOFF COMPANY:1650 PAYNE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.110/06/2008
900117708

| | | | |
|---------------------------|--|----------|----------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the execution date from 09/25/2008 to 01/01/2008 previously recorded on Reel 003859 Frame 0560. Assignor(s) hereby confirms the assigns the entire interest and goodwill. | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | J.B. Distribution Service, Inc. | | 01/01/2008 |
| CORPORATION: TEXAS | | | |
| RECEIVING PARTY DATA | | | |
| Name: | Funsorce Partners | | |
| Street Address: | 2301 Minimax Street | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77008 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 2224611 | FUNTASTIC |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (847)491-9801 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 847-491-9800 | | |
| Email: | chris@trademarksearch.com | | |
| Correspondent Name: | Christopher J. Bischoff | | |
| Address Line 1: | 1650 Payne Street | | |
| Address Line 4: | Evanston, ILLINOIS 60201 | | |
| NAME OF SUBMITTER: | Christopher J. Bischoff | | |
| Signature: | /Christopher J. Bischoff/ | | |
| Date: | 10/06/2008 | | |

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REEL: 003913 FRAME: 0529

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CHRISTOPHER J. BISCHOFF COMPANY:1650 PAYNE STREET

Total Attachments: 1

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CHRISTOPHER J. BISCHOFF COMPANY:1650 PAYNE STREET

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CHRISTOPHER J. BISCHOFF COMPANY:1650 PAYNE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/25/2008
900116995

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|--|---------------------------|--|--------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| J. B. Distribution Service, Inc. | | 09/25/2008 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Funsorce Partners | | |
| Street Address: | 2301 Minimax Street | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77008 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2224811 | FUNTASTIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (847)491-9801 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 847-491-9800 | | |
| Email: | chris@trademarksearch.com | | |
| Correspondent Name: | Christopher J. Bischoff | | |
| Address Line 1: | 1650 Payne Street | | |
| Address Line 4: | Evanston, ILLINOIS 60201 | | |
| NAME OF SUBMITTER: | Christopher J. Bischoff | | |
| Signature: | /Christopher J. Bischoff/ | | |
| Date: | 09/25/2008 | | |
| Total Attachments: 1 source=FUNTASTIC stylized Assignment#page 1.tif | | | |

OP \$40.00 2224811

TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of September 25, 2008 ("Trademark Assignment"), is entered between J.B. Distribution Service, Inc., a corporation incorporated under the laws of the state of Texas (the "Assignor"), and Funsorce Partners, 2301 Minimax Street, Houston, Texas, 77008 (the "Assignee"). Assignor and Assignee agree as follows:

Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark **H2O ZONE**, and to **U.S. Trademark Registration No. 2,837,869** together with the entire goodwill of the business symbolized thereby, (the "Trademark").

Assignee wishes to acquire the Trademark, and the goodwill of the business with which the Trademark is used and which is symbolized by the Trademark.

For consideration of \$1.00 dollar, and other good and valuable consideration exchanged between the parties the sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells all Assignor's right, title and interest in and to the Trademark, together with entire goodwill of the business symbolized thereby to the Assignee, and the parties further agree as follows:

1. **Grant of Rights.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and world-wide, all Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademark together with entire goodwill of the business symbolized thereby, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office; (ii) the right to enforce, sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Trademark in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Trademark together with entire goodwill of the business symbolized thereby. Assignee hereby accepts this assignment.

2. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, trademark, or other right, title or interest whatsoever in the Trademark, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Trademark, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Trademark upon execution constitutes the sole and exclusive property of Assignee.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers.

| | |
|---|---|
| <p>ASSIGNOR:</p> <p>J.B. Distribution Service, Inc.</p> <p>By: <u><i>John Mitchell</i></u></p> <p>Title: <u>President</u></p> | <p>ASSIGNEE:</p> <p>Funsorce Partners</p> <p>By: <u><i>John Mitchell</i></u></p> <p>Title: <u>General Manager</u></p> |
|---|---|