

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
ENTECH SOLAR, INC.		03/06/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUENTIN T. KELLY		
<b>Street Address:</b>	117 HOPEWELL-ROCKY HILL ROAD		
<b>City:</b>	HOPEWELL		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08525		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77415771	WORLDWATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(609)896-1469		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6098963600		
<b>Email:</b>	llane@foxrothschild.com		
<b>Correspondent Name:</b>	Lisa B. Lane		
<b>Address Line 1:</b>	P.O. Box 5231		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08543		
<b>ATTORNEY DOCKET NUMBER:</b>	96667.00004 (6168-102)		
<b>NAME OF SUBMITTER:</b>	Lisa B. Lane		
<b>Signature:</b>	/lisa b lane/		
<b>Date:</b>	03/17/2010		

OP \$40.00 77415771

**Total Attachments: 3**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is executed as of March 6, 2009, by ENTECH SOLAR, INC., a Delaware corporation having an office at 200 Ludlow Drive, Ewing, New Jersey 08638 ("Assignor"), and QUENTIN T. KELLY, an individual residing at 117 Hopewell-Rocky Hill Road, Hopewell, New Jersey 08525 ("Assignee"). Capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Purchase and Sale Agreement entered into by Assignor, as seller, and Assignee, as buyer, on March 6, 2009 (the "Purchase Agreement").

WHEREAS, pursuant to Section 1.1 of the Purchase Agreement, Assignor has agreed to transfer, sell, assign, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets; and

WHEREAS, pursuant to Section 6.2(d)(i) and Section 6.3(d)(ii), the portion of the Purchased Assets consisting of the Mobile MaxPure Intellectual Property and the WorldWater Intellectual Property (collectively, the "Intellectual Property"), is to be conveyed in accordance with an assignment and assumption agreement executed by the parties hereto;

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**Section 1 Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property; provided, however, Assignor will retain ownership of the Domain Name for six (6) months after the date hereof and Assignor will then assign ownership of the Domain Name to Assignee. A description of the Intellectual Property is set forth on Schedule A attached hereto. For avoidance of doubt, Seller has not obtained a trademark registration number for the trademark "WorldWater" and, instead, hereby assigns all rights, if any, owned by Seller to the WorldWater Trademark Application.

**Section 2 WorldWater Name.** Assignee agrees that (a) Assignor shall have until the six (6) month anniversary of the Closing Date to change the corporate name of any affiliate or subsidiary that includes "WorldWater" as part of such name; and (ii) Assignor may continue to refer to the legacy name of WorldWater & Solar Technologies or WorldWater on its website or in printed materials when discussing corporate history or when describing projects undertaken by WorldWater & Solar Technologies Corp or its predecessors.

**Section 3 PTO Assignment Documentation.** Buyer shall be responsible to prepare documentation required by the PTO and any other applicable governmental agencies to transfer or assign the Intellectual Property. Seller shall execute such documentation upon approval thereof, such approval not to be unreasonably withheld, delayed or conditioned, and return it to Buyer for Buyer's handling. Buyer shall pay all costs associated with the preparation and filing of assignment documentation with the PTO and all other applicable governmental agencies in

connection with the transfer or assignment, to the extent transferable or assignable, of the Mobile MaxPure Intellectual Property and the WorldWater Intellectual Property.

**Section 4 Further Assurances.** Assignor hereby covenants and agrees that it shall, at the reasonable request of Assignee, execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to transfer Assignee's interests in the Intellectual Property.

**Section 5 Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

**Section 6 Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer upon any person or entity other than the parties hereto and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement or any transaction contemplated by this Agreement.

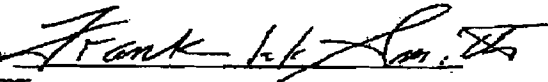
**Section 7 Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without reference to the conflict of laws provisions thereof.

**Section 8 Facsimile Signatures.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the date first set forth above.

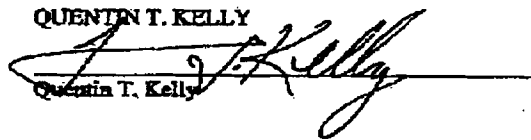
ASSIGNOR:

ENTECH SOLAR, INC.

By:   
Name:  
Title:

ASSIGNEE:

QUENTIN T. KELLY

  
Quentin T. Kelly

Schedule A to Assignment and Assumption Agreement

Intellectual Property

The following intellectual property:

Patent registration number 6275403 B1 entitled "Bias Controlled DC to AC Converter and Systems"

Patent registration number 6583522 B1 entitled "Switchable Multiple Source Power Supply"

Trademark registration number 3236744 and serial number 78870089 for the trademark "Mobile MaxPure®"

Trademark registration number 3218999 and serial number 76611955 for the trademark "WorldWater & Power Corporation"

Application filed with the PTO with serial number 77/415,771 for the trademark "WorldWater"

Internet domain registration entitled "worldwater.com"

Together with all improvements, inventions, reissues, continuations, continuations-in-part, divisionals, reexaminations, renewals, substitutions, foreign counterparts, common law rights, rights in foreign jurisdictions or extensions of the foregoing, and all goodwill of the business directly and solely connected with the use of, and symbolized by, each trademark.