

06-30-1999



PATENTS ONLY

6-25-99
Attorney Docket No.: 47591-010

101080247

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Josh P. JONES

Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(s):

Global Water-Aquacell, Inc.
74-900 Highway 111, Suite 113
Indian Wells, California 92210

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 21, 1998

6-25-99

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

- A. Patent Application No.(s)
- B. Patent No.(s) **4,881,661**

Additional numbers attached? No

Name and address of party to whom correspondence concerning document should be mailed:

Michael E. Fogarty, Esq.
McDermott, Will & Emery
600 13th Street, N.W.
Washington, DC 20005

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40.00
Enclosed

Authorized to be charged to deposit Account

8. Deposit Account No: 13-0203

(Attached duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Michael E. Fogarty, No. 36,139
Name of Person Signing

Signature/Date: 24 June 1999

Total number of pages including cover sheet, attachments, and document: 3

RECORDED
JUN 25 1999
COMM-FIELD OFFICE

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

6/29/1999 DWGUYEN 00000139 130203 4881661
01 FC:581 40.00 CH

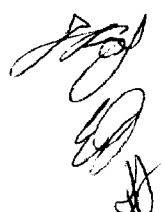
ASSIGNMENT OF PATENT

WHEREAS, Josh B. Jones, hereinafter called the "Assignor," has invented a new and useful invention entitled Water Bottle Refill System, for which he has received a United States Letters Patent (Patent No. 4,881,661); and

WHEREAS, Global Water-Aquacell, Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 74-900 Highway 111, Suite 113, Indian Wells, California 92210, hereinafter called the "Assignee," is desirous of acquiring the entire right, title and interest in and to said invention and under said United States Letters Patent which has been obtained to said invention, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by said Assignor from the said Assignee is hereby acknowledged, the said Assignor has sold, assigned and transferred, and by these presents do sell, assign and transfer unto the said Assignee, the entire, right, title and interest for the United States in and to the invention and the United States Letters Patent for said invention, together with the entire right, title and interest in and to said invention and applications for Letters Patent and Letters Patent therefor, in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said inventions may issue.

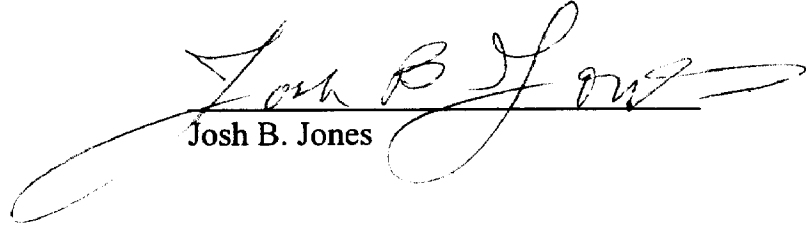
And the said Assignor does hereby covenant and agree, for himself and his legal representatives, that he will assist the said Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the said Assignee may elect to make covering the invention herein identified, as hereinabove set forth; in vesting in the said Assignee like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will execute and deliver to the said Assignee any and all additional papers which may be requested by the said Assignee to fully carry out the terms of this Assignment.



And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the said Assignee in accordance with the terms of this Assignment.

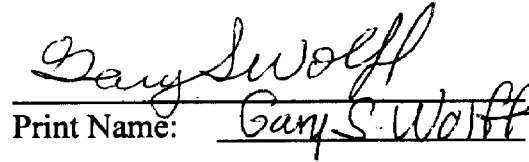
IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand.

Date: December 21, 1998


Josh B. Jones

WITNESSED:

Date: December 21, 1998


Print Name: Gary S. Wolff

Date: December 21, 1998


Print Name: Karen Laustsen

