

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Exhibit A of the assignment previously recorded on Reel 014662 Frame 0830. Assignor(s) hereby confirms the assignment of all of its patents to Assignee.

**CONVEYING PARTY DATA**

Name	Execution Date
Home Pure, Inc.	12/08/2003

**RECEIVING PARTY DATA**

<b>Name:</b>	Universal Equities Corporation
<b>Street Address:</b>	29550 Detroit Road
<b>Internal Address:</b>	Suite 102
<b>City:</b>	Westlake
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6237345

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216.622.8854  
 Email: ipdocket@calfee.com  
 Correspondent Name: Raymond Rundelli  
 Address Line 1: 800 Superior Avenue  
 Address Line 2: Suite 1400  
 Address Line 4: Cleveland, OHIO 44114-2688

<b>NAME OF SUBMITTER:</b>	Raymond Rundelli
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Total Attachments: 7  
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**ACKNOWLEDGMENT AND CONSENT**

The undersigned hereby agrees that the sale of all of the assets of the undersigned ("Assets") by UNIVERSAL EQUITIES CORPORATION d/b/a UNIVERSAL EQUITIES, INC., an Ohio corporation and the designated agent for the secured parties under the Amended and Restated Joint Security and Intercreditor Agreement, dated May 17, 2002 ("Universal"), to H2COOL, LLC, a Delaware limited liability company ("H2Cool"), for Fifty Thousand Dollars (\$50,000.00) pursuant to the terms and conditions set forth in the letter agreement by and between Universal and H2Cool, a copy of which is attached hereto as Exhibit A, is a commercially reasonable disposition of the Assets described therein, and the undersigned hereby approves and consents to the method, manner, time, place, and terms set forth therein.

The undersigned further agrees that it has abandoned the Assets by voluntarily giving possession of the Assets to Universal, that it has no further interest in the Assets, that it has received adequate advance notice of the sale, and that it will cooperate in the transfer of the Assets to H2Cool. The undersigned hereby renounces any further notice of sale or rights to the assets described therein.

Date: 12/8, 2003

HOME PURE, INC.

By: 

**UNIVERSAL EQUITIES, INC.**  
29550 Detroit Road, Suite 102  
Westlake, Ohio 44145

November 25, 2003

Mr. Richard H. Merrill  
H2Cool, LLC  
159 Harris Drive  
Poca, West Virginia 25159

*Re: Home Pure, Inc. Private Sale*

Dear Mr. Merrill:

The purpose of this letter is to set forth the agreement by Universal Equities Corporation d/b/a Universal Equities, Inc. ("Universal"), as a secured creditor of Home Pure, Inc. ("Debtor"), on Universal's behalf and on behalf of all other secured parties of Debtor under an Amended and Restated Joint Security and Intercreditor Agreement, dated May 17, 2002 (the "Security Agreement"), to sell, transfer, and convey to H2Cool, LLC ("Purchaser") at a private sale all of Debtor's right, title, and interest in and to the Assets (defined below) pursuant to Section 1309.610 of the Ohio Revised Code.

The obligations of Debtor to the Secured Parties (as defined below) resulted from (i) a Loan and Security Agreement between Debtor and Universal dated May 25, 2001; (ii) a Loan and Security Agreement between Debtor and Trilogy Investments, Inc. dated June 28, 2001; (iii) other loans made by the Secured Parties to Debtor; and (iv) various non-negotiable convertible cognovit promissory notes issued by Debtor to the Secured Parties dated May 17, 2002 (the "Loans"). The Secured Parties entered into a Joint Security and Intercreditor Agreement dated June 28, 2001 (the "Prior Agreement"). As a result of the subsequent loans to Debtor occurring on or about May 17, 2002, the Secured Parties entered into the Security Agreement on May 17, 2002. The Security Agreement grants a security interest in the assets of the Debtor to the Secured Parties for the Loans and restates the Prior Agreement.

For purposes of this letter, the "Assets" shall mean all assets described on **Exhibit A** attached hereto and incorporated herein.

Mr. Richard Merrill  
November 25, 2003  
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The purchase price for the Assets is Fifty Thousand Dollars (\$50,000.00), payable by certified check upon delivery of a valid Bill of Sale for the Assets. The certified check should be made payable to Cavitch, Familo, Durkin & Frutkin Co., L.P.A. Lawyers Trust Account, as agent for Universal. Purchaser shall be solely responsible for obtaining possession of the Assets. Purchaser acknowledges that the Assets include water coolers in possession of customers and/or licensees.

The following representations shall be true and correct as of closing and shall survive the closing:

1. Universal, on its behalf and on behalf of all other secured parties under the Security Agreement, as described on **Exhibit B**, attached to and incorporated herein (collectively, the "Secured Parties"), owns a first priority, valid, and enforceable security interest in the Assets;
2. Universal is duly authorized under the terms of Paragraph 5 of the Security Agreement to enter into this Agreement on behalf of the Secured Parties;
3. Based upon the UCC search conducted by Universal, to the best of Universal's knowledge, no parties other than the Secured Parties have a security interest in the Assets;
4. Universal has complied with the requirements of Section 1309.610 of the Ohio Revised Code;
5. Universal will transfer title to the Assets, free and clear of any existing liens, claims, encumbrances or restrictions; and.
6. To the best of Universal's belief, the sale to Purchaser under the terms and conditions set forth herein is in all respects commercially reasonable.

Except as otherwise provided herein, Purchaser does not assume any liability of Universal or any other Secured Party by reason of Purchaser's purchase of the Assets hereunder.

Universal agrees that (both before and after the closing), it will cooperate with Purchaser and execute such documents, if any, that may be necessary to effectively transfer title to the Assets to Purchaser. This transaction and the obligations of Universal hereunder are conditioned upon the delivery to Universal of a duly executed Acknowledgment and Consent, executed by Debtor no later than December 1, 2003. The closing will take place as soon thereafter as is reasonably practicable.

Mr. Richard H. Merrill  
November 25, 2003  
Page 3 of 3

If the foregoing accurately sets forth the present understanding of the parties, please countersign this letter in the space provided below. This letter may be signed in counterparts.

Very truly yours,

UNIVERSAL EQUITIES CORPORATION

By

  
Keith A. Brown, President

Agreed and acknowledged this \_\_\_\_\_ day of November, 2003

H2COOL, LLC

By:

\_\_\_\_\_  
Richard H. Merrill, Manager

DEC-02-2003 TUE 01:32 PM LEWIS GLASSER CASEY ROLL FAX NO. 13043437999

P. 04

12/02/2003 08:08 27-426256

TYLER MOUNTAIN WATER

PAGE 04/06

DEC-01-2003 MON 03:52 PM LEWIS GLASSER CASEY ROLL FAX NO. 13043437999

P. 04

Mr. Richard H. Merrill  
November 25, 2003  
Page 3 of 3

If the foregoing accurately sets forth the present understanding of the parties, please countersign this letter in the space provided below. This letter may be signed in counterparts.

Very truly yours,

UNIVERSAL EQUITIES CORPORATION

By

Keith A. Brown, President

Agreed and acknowledged this 28<sup>th</sup> day of November, 2003

1120001, L.L.O

By:

Richard H. Merrill  
Richard H. Merrill, Manager

**EXHIBIT A**

- a) All of Home Pure, Inc.'s inventory, if any, as of the closing date;
- b) All of Home Pure, Inc.'s accounts, if any, as of the closing date and instruments (whether or not negotiable);
- c) All of Home Pure, Inc.'s equipment as of the closing date and general intangibles, property, licenses, patents, and trademarks and tradenames, including, but not limited to all of its rights to "Home Pure" and "H2Cool," and all software rights including all software rights associated with any web sites that have been created, purchased or used by Home Pure, Inc.;
- d) All of Home Pure, Inc.'s interest and right to agreements and contracts with its suppliers and customers which are assignable; and
- e) All of Home Pure, Inc.'s right, title, and interest in, to and under the trademark and tradenames, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the trademark or tradenames, whether arising prior to or subsequent to the date of this assignment of the trademark or tradenames, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Purchaser, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Debtor had this assignment of the tradenames or trademark not been made.



**EXHIBIT B**

Universal Equities Corporation  
29550 Detroit Road, Suite 102  
Westlake, Ohio 44145

Trilogy Investments, Inc.  
29550 Detroit Road, Suite 102  
Westlake, Ohio 44145

Home Pure Ohio, Inc.  
Attn: Marty Erbaugh  
7770 Holyoke  
Hudson, Ohio 44236

Capital One Partners LLC  
Attn: Jim Petras  
1801 East 9<sup>th</sup> St., Suite 1700  
Cleveland, Ohio 44114

Richard H. Merrill  
1240 Staunton Road  
Charleston, West Virginia 25314

Mr. Robert Drew, Co-Executor  
Estate of Mr. Burton D. Morgan  
10 W. Streetsboro St.  
Hudson, Ohio 44236

James R. Kackley  
1049 Miller Road  
Mineral Point, Wisconsin 53565

P-J Investments  
One North Franklin  
St. Suite 350  
Chicago, Illinois 60606

Andrew B. Parkinson  
321 Linden Street  
Winnetka, IL 60093

Tasso H. Coin Investment  
Development Keogh PST  
c/o John K. Benoit, Jr.

American Bank and Trust Company  
1600 4<sup>th</sup> Avenue, Suite 405  
Rock Island, Illinois 61201

Tasso H. Coin  
1600 4<sup>th</sup> Avenue, Suite 405  
Rock Island, Illinois 61201