

03-10-2006

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Morgan; Michael
Morgan; Janet
PO Box Dripping Springs, TX 78620

2. Name and address of receiving party(ies)

Name: H2OLiquidAir Inc (Also Known As Liquid Air Inc.)

Internal Address: 18606 Redriver Trail

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June. 10. 2002 / Jan. 15. 2003

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 18606 Redriver Trail

City: San Antonio

State: Texas

Country: USA

Zip: 78259

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

20030097763 Series Code 10 Serial No. 167,966
20050160620 Series Code 10 Serial No. 508,105
20050284167 Series Code 11 Serial No. 150,909

B. Patent No.(s)

6,931,756

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Nick Wells

Internal Address: 18606 Redriver Trail

Street Address: 18606 Redriver Trail

City: San Antonio

State: Texas

Zip: 78259

Phone Number: 210-437-2932

Fax Number: 636-246-5421

Email Address: nwells888@gmail.com

6. Total number of applications and patents involved: Four

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \$160.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

03/09/006 DBYRNE 00000022 167966

01 FC: 021

160.00 DP
Nick Wells (President, H2OLiquidAir Inc.)

Name of Person Signing

Signature

Feb. 24. 2006

Date


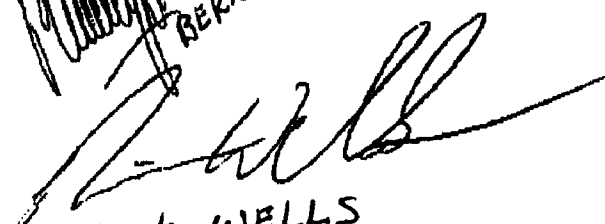
Total number of pages including cover sheet, attachments, and documents: 71

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450



6/6/2002

Mike Morgan agreed to:

1. Assign patents to Liquid Air (5 PATENTS)
2. Bring deals to table to help finance Liquid Air's operation (First accomplishment to achieve such a goal Charles Strauss \$800,000)
3. Bring in major national accounts (Perrier meeting set for June 25th or 26th in LA) when machines get here I will get back to stirring things up national accounts.
4. Offer technical support on water machines if and when needed. Spent 20 days so far in China helping make changes to fix problems with LA1. Help develop LA2 and Konia counter tops. Sent machines to China and brought parts as suggestions to use in place of parts being used
5. Travel when necessary (New Orleans, Florida, Houston, CS meeting, China, California, and soon to go back to China and Florida).
6. As other corporate officers do agreed work for free until time comes that everyone could go on salary
7. Help set up Texas and Florida with sales efforts
8. Help bring in large and small distributors.
9. Attend booths at trade shows (New Orleans, Orlando)

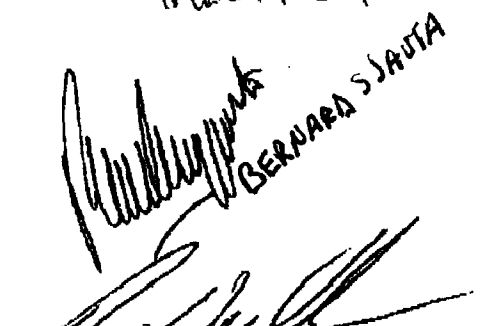

BERNARD SJAOTA

NICK WELLS



JUN - 10 - 2002


MIKE MORGAN

BUDHI HARYANTO

For doing the above in return he would get:

1. Stock (3,000,000 shares)
2. Commission on deals landed (first deal Charles Straus \$800,000 done. Nick said in past 3 to 4% depending on size of deal). ONE TIME DEAL
3. ~~Commission on major accounts landed with reoccurring commissions as long as the customer orders. (I was asked by Bernard to turn in list of companies I had relationships with that I thought would purchase units add list). If made equal I would I would wave this agreement and just be part of the team.~~
4. Corporate (Board of Directors) informed on all deals and details that are going on. ~~Knowledge of full operation, including spending of money.~~
5. Salary same as other Board of Directors or other corporate officers
6. Benefits same as other Board of Directors (Car, cell phone, depending on what goes on as the company grows, if the other board members or officers' increase their stock mine would rise accordingly.
7. For now use own phone keep track of Liquid Air calls and have bill payment reimbursed. So far no reimbursement on bills turned in. (Picking up phone from Nicks son this trip).
8. Travel for Liquid Air paid for by Liquid Air
9. Credit card for travel.
10. IF DEHYDRATOR IS MANUFACTURED THEN ROYALTY IS PAID ON THE DEHYDRATOR
11. DEHYDRATOR BECOMES AS OPTIONAL ACCESSORY
12. 1,500,000 SHARES UPFRONT.
750,000 SHARES ONCE PER-YEAR FOR 2 YEARS
13. SALARY AT HALF UNTIL THE COMPANY CAN AFFORD TO PAY FULL AMOUNT.
14. BOARD OF DIRECTORS TO BE HELD AND TO MEETING


NICK WELLS
JUN - 10 - 2002


BUDI HARYANTO

MIKE MORGAN

ELECT
MIKE AS A
BOARD MEMBER.

PATENT / STOCK AGREEMENT

WHEREAS, Liquid-Air, Inc. is desirous to secure the benefit and use of certain patents filed and owned by Mike Morgan, and

WHEREAS, Liquid-Air, Inc. is desirous to have the benefit of Mike Morgan's business associations, technical knowledge, and business acumen, and

WHEREAS, Mike Morgan is desirous to own Liquid-Air, Inc. stock and be a principal in the company,

NOW, THEREFORE, this Agreement is entered into between Liquid-Air, Inc. ("LAI") and Mike Morgan ("Mike").

IN CONSIDERATION FOR 3,000,000 (THREE MILLION) shares of common stock of LAI, and other good and valuable consideration set forth herein below, Mike agrees to do the following:

1. Assign any and all current, pending and future patents related to the manufacture and/or improvement of LAI's water machines including and similar to LA-1 and LA-2, together with all right, title and interest thereto;
2. Continue to assist in bringing Distributors and wholesalers to LAI;
3. Continue to assist in bringing national accounts such as Perrier to LAI;
4. Continue to offer technical support in the manufacture, design, and trouble-shooting of LAI's water machines (LAI acknowledges Mike has already assisted with the LA-1 and LA-2 and gone to the factory in China);
5. Travel when necessary to regional Distributors, national accounts, potential new Distributors, the factory in China, or other locations as assigned by the LAI Board of Directors; Length of time of travel to be mutually agreed upon by Mike and LAI board.
6. Assist in sales efforts worldwide.
7. Attend trade shows and similar displays as requested; and
8. Assign to LAI the copyright which Mike has registered related to the process of making water and the laboratory results of the water it created, together with all right title and interest thereto.

IN CONSIDERATION FOR the above-stated efforts and performance by Mike, LAI agrees to provide Mike with the following:

1. Issue 3,000,000 (THREE MILLION) shares of common stock to Mike.
2. Be paid a 3% commission on the Charles Strauss deal which included the exclusive rights to the state of Florida. Those terms were \$250,000 cash and the purchase of four containers totaling 270 each LA-1s at the purchase price of \$525.00. Commission payments will be made as each LC for the containers are released, and the \$250,000 is received in full by LAI.
3. Be appointed as member of the LAI Board of Directors, and become an officer of the company.
4. Pay Mike a salary as well as other benefits and bonuses that will commensurate with the other officers.
5. Mike will receive proportionate increases in stock and/or stock option commensurate as offered to the other officers and/or directors.
6. Pay or reimburse Mike for travel expenses related to LAI business, particularly when assigned by LAI to travel;
7. Provide a credit card to pay for Mike's travel expenses related to LAI business, particularly when assigned by LAI to travel.
8. To be paid a royalty that would be equal to the determined royalty payment standard set up by LAI or a named company that the assignment would go to. This royalty would be paid for each patented item assigned by Mike to LAI or a named holding company that the assignment would go to and manufactured and sold by the named holding company that would be licensed to do so. Mike will always be an equal partner in any company to which his assigned patents are transferred to.
9. LAI agrees to pay for all expenses relating drawings, writings, and application fees when applying for a utility patent, and all related patents and copy writes of inventions assigned to LAI or a named holding company that the assignment would go to by Mike.
10. In case of any reclassification or change of the outstanding securities of the Corporation or of any reorganization of the Corporation, or the Corporation shall merge with or into another corporation or convey all or substantially all of its assets to another corporation, then, Mike, upon the exercise hereof at any time after the consummation of such reclassification, change, reorganization, merger or conveyance, shall be entitled to receive, in lieu of the stock or other securities or property receivable upon the exercise hereof prior to the consummation of such event, the stock or other

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securities or property (including cash) to which Mike would have been entitled upon the consummation of such event.

11. In the event LAI becomes insolvent or no longer manufacturers and distributes or LAI stops doing business as normal or no longer excess then the copyrights and patents, together with all rights, title and interest, will revert back to Mike.
12. In case of death all of Mike's asset's in LAI and/or the holding company to be named, will become the property of the wishes according to his Last Will and Testimony.

GENERAL PROVISIONS:

This Agreement and other documents delivered herewith contain the entire understanding of the parties in respect of its subject matter and supersede all prior agreements and understandings between or among the parties with respect to such subject matter.

Except as otherwise provided in this Agreement, the parties shall pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement or any transaction contemplated hereby. Any sales tax, stamp duty, deed transfer or other tax (except taxes based on the income of the Investor) arising out of the issuance of the Shares by the Company to the Investor and consummation of the transactions contemplated by this Agreement shall be paid by the Company.

This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by both parties. No failure to exercise and no delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity that they may have against each other.

The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and legal assigns. The rights and obligations of this Agreement may not be assigned by any party without the prior written consent of the other party.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.


The headings contained in this Agreement are for convenience of reference only and are not to be given any legal effect and shall not affect the meaning or interpretation of this Agreement.

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Utah applicable to contracts executed and to be wholly performed within such State, without application of conflicts of laws principles. The parties agree that any and all actions arising under or in respect of this Agreement shall be litigated in the federal or state court located in the County of Salt Lake, State of Utah. By execution and delivery of this Agreement, each party irrevocably submits to the personal and exclusive jurisdiction of such courts for itself, and in respect of its property with respect to such action. Each party agrees that venue is proper in any of such courts, and hereby waives any objection that any such court is an improper or inconvenient forum for the resolution of any such action.


If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If any of those provisions shall be determined by a court of competent jurisdiction to be unenforceable because it is excessively broad or vague as to duration, activity or subject, it shall be reformed by limiting, reducing or defining it, so as to be enforceable.

The representations, warranties, and agreements contained herein are continuing in nature and shall survive the acceptance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed and delivered as of the 15 day of January, 2003.



Nick Wells President
Liquid-Air, Inc.



Mike Morgan

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO. 37 FOR 2,500,000 SHARES

ISSUED TO JOHN MICHAEL & JANET SUSAN MORGAN

held jointly

DATED

RECEIVED CERTIFICATE NO. FOR SHARES

THIS DAY OF

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER

NUMBER
OF ORIGINAL
SHARESNUMBER OF
SHARES
TRANSFERRED

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:

NUMBER OF
SHARES
TRANSFERREDNUMBER
OF NEW
CERTIFICATES

DATED

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO. 38 FOR 250,000 SHARES

ISSUED TO THAUA RENEE MORGAN

DATED

RECEIVED CERTIFICATE NO. FOR SHARES

THIS DAY OF

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER

NUMBER
ORIGINAL
SHARESNUMBER OF
SHARES
TRANSFERRED

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:

NUMBER OF
SHARES
TRANSFERREDNUMBER
OF NEW
CERTIFICATES

DATED

ATTACH CANCELLED CERTIFICATE HERE

CERTIFICATE NO: 39 FOR 250,000 SHARES

ISSUED TO FARADAY MORGAN

DATED

RECEIVED CERTIFICATE NO. _____ FOR _____ SHARES
THIS _____ DAY OF _____

USE FORM BELOW FOR TRANSFER FROM ORIGINAL ISSUE

FROM WHOM TRANSFERRED:

DATED

ORIGINAL CERTIFICATE NUMBER

NUMBER
OF ORIGINAL
SHARESNUMBER OF
SHARES
TRANSFERRED

RECORD OF TRANSFER OF SURRENDER CERTIFICATE

NEW CERTIFICATES ISSUED TO:

NUMBER OF
SHARES
TRANSFERREDNUMBER
OF NEW
CERTIFICATES

DATED

PATENT

RECORDED: 03/08/2006

REEL: 017636 FRAME: 0848