

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced H2O, Inc.		06/28/2005	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

Name:	Advanced H2O LLC
Street Address:	13226 SE 30th
Internal Address:	Suite B-3
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2640164	MICROSTRUCTURED
Registration Number:	2696481	MICROSTRUCTURED
Registration Number:	2851779	SIMPLY SMOOTH, PURELY DELICIOUS
Registration Number:	2505528	ZAQUA
Registration Number:	2828326	ZAQUA!
Serial Number:	78473647	EAGLE CREEK

**CORRESPONDENCE DATA**

Fax Number: (206)223-7107  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 206-223-7000  
 Email: trademarks@ianepowell.com  
 Correspondent Name: Stephanie J. Simmons  
 Address Line 1: 1420 Fifth Avenue  
 Address Line 2: Suite 4100

OP \$165.00 2640164

Address Line 4: Seattle, WASHINGTON 98101-2338

ATTORNEY DOCKET NUMBER:

116413.0009

NAME OF SUBMITTER:

Stephanie J. Simmons

Signature:

/Stephanie J. Simmons/

Date:

10/25/2005

Total Attachments: 5

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## ASSIGNMENT OF INTANGIBLE RIGHTS

This Assignment of Intangible Rights is delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement dated as of June 7, 2005, as amended modified or supplemented, (the "**Agreement**") by between Advanced H2O LLC, a Delaware limited liability company ("**Purchaser**") and Advanced H2O, Inc., a Washington corporation ("**Seller**"). Capitalized terms, unless otherwise defined herein, have the meanings assigned to such terms in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, bargains, sells, conveys, delivers, assigns and transfers to Purchaser all of the Purchased Assets of Seller constituting intangible personal property, including the Intellectual Property (the "**Intangible Rights**"), free and clear of any Claims other than the Permitted Liens.

This Assignment of Intangible Rights is made, executed and delivered in accordance with and is subject to the representations, warranties and covenants, including all limitations thereon, set forth in the Agreement, including, without limitation, Section 9(z) thereof.

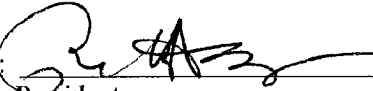
Seller, for itself and its successors and assigns, by this Assignment of Intangible Rights, covenants and agrees that Seller and its successors and assigns shall execute and deliver, or shall caused to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Purchaser may reasonably request to vest in Purchaser and its successors and assigns the Intangible Rights.

TO HAVE AND TO HOLD the Intangible Rights unto Purchaser, its successors and assigns, forever.

[signature page follows]

IN WITNESS WHEREOF, Seller has caused this Assignment of Intangible Rights to be executed by one of its duly authorized officers this 28<sup>th</sup> day of June, 2005.

**ADVANCED H20, INC.**

By:   
Its: President

## **EXHIBIT A**

### **Intellectual Property**

... (xv) all rights in any intellectual property, including patents and applications therefor, know-how, unpatented inventions, trade secrets, secret formulas, business and marketing plans, copyrights and applications therefor, trademarks and application therefor, service marks and applications therefor, Internet domain names, web sites, trade names and applications therefor, trade dress, and names and slogans used by Seller (including, the names "Eagle Creek", "Northwest", "Zaqua", "Zaqua!", "Simply Smooth, Purely Delicious", "Microstructured" and "Advanced H<sub>2</sub>O"), and all goodwill associated with such intellectual property rights (collectively, the "Intellectual Property"), including as described on Schedule 1(b)(xv); ....

**Schedule 1(b)(xv)  
Intellectual Property**

**Patents:** Seller is the owner of only one registered patent, U.S. Patent No. 6,572,902 B2, dated June 3, 2003, entitled, "Process For Producing Improved Alkaline Drinking Water And The Product Produced Thereby.

**Trademarks:** Below are listed the only marks and Names that Seller owns, has applied for and/or received registrations for, or had claimed rights to, but now are abandoned:

<b>REGISTERED MARKS</b>			
<b>MARK</b>	<b>APP. NUMBER FILING DATE</b>	<b>REG. NUMBER REG. DATE</b>	<b>GOODS</b>
MICROSTRUCTURED	75/814,945 10/04/1999	2,640,164 10/22/2002	Drinking water.
MICROSTRUCTURED	76/274,360 06/19/2001	2,696,481 03/11/2003	Water purification units. Soft drinks and fruit flavored soft drinks.
SIMPLY SMOOTH, PURELY DELICIOUS	76/975,992 04/10/2002	2,851,779 06/08/2004	Drinking water; flavored water; vitamin-enhanced beverages; soft drinks.
ZAQUA	75/980,724 10/06/1999	2,505,528 11/06/2001	Drinking water.
ZAQUA!	76/360,154 01/17/2002	2,828,326 03/30/2004	Soft drinks; flavored spring water.

<b>PENDING APPLICATIONS</b>			
<b>MARK</b>	<b>APP. NUMBER FILING DATE</b>	<b>STATUS</b>	<b>GOODS</b>
EAGLE CREEK *	78/473,647 08/25/2004	Pending; office action response due 09/28/2005	Spring water and purified drinking water.

\* Pending office action has cited a previous registration for EAGLE CREEK for wine.

<b>ABANDONED APPLICATIONS</b>			
<b>MARK</b>	<b>APP. NUMBER FILING DATE</b>	<b>STATUS</b>	<b>GOODS</b>
ZAQUA	75/817,311 10/06/1999	Abandoned 08/08/2003	Water purification units. Non-alcoholic tea-based beverages, coffee, and non-alcoholic coffee- based beverages
SIMPLY SMOOTH, PURELY DELICIOUS	76/394,045 04/10/2002	Abandoned 02/28/2004	Flavored and unflavored carbonated water; mineral- enhanced beverages; fruit juices; fruit drinks in the nature of fruit juice-based beverages; non-alcoholic tea and tea-based beverages; coffee; non- alcoholic coffee-based beverage.

**Copyrights:** Seller has no registered copyrights in the United States. Seller has unregistered copyright-protected works to the extent it has original works of authorship fixed in a tangible medium of expression under U.S. law, e.g., logos, designs, etc.