

11-12-2002

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RE



102278160

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CLEARWATER, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: CLEARWATER INTERNATIONAL, L.L.C.

Internal

Address: SUITE 600

Street Address: 515 POST OAK BLVD.

City: HOUSTON State: TX Zip: 77027

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/346,504

B. Trademark Registration No.(s)

2,635,205

Additional number(s) attached Yes No

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

Name: WILLIAM L. KRAYER

Internal Address:

Street Address: 1771 HELEN DR

City: PITTSBURGH State: PA Zip: 15216

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41) \$ 890.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

WILLIAM L. KRAYER

Name of Person Signing

W. L. Krayer

Signature

Nov. 1, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

11/08/2002 DBYRNE 00000195 76346504

01 FC:8521
02 FC:8522

40.00 DP
850.00 DP

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

TRADEMARK
REEL: 2618 FRAME: 0964

Attachment to form PTO-1594
Recordation form Cover Sheet
TRADEMARKS ONLY

Additional Number(s)

A. Trademark Application Numbers B. Trademark Registration Numbers

76/346,418	2,006,325
76/346,597	2,028,603
76/364,221	2,617,031
76/364,222	2,604,845
76/365,461	2,612,723
76/366,005	2,612,724
76/366,106	2,612,725
76/366,107	2,618,256
76/366,109	2,624,929
76/366,110	2,624,935
76/367,610	2,624,936
76/367,611	2,624,937
76/367,636	2,635,204
76/367,639	
76/367,655	
76/373,575	
76/373,577	
76/373,592	
76/373,576	
76/374,832	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "*Assignment*") is made this 23rd day of October, 2002, by and between Clearwater, Inc., a Pennsylvania corporation, Transit Energy Systems, Inc., a Delaware corporation, Clearwater Specialty Chemical Company, a Nova Scotia company, PriTech International, Inc., a Texas corporation, CWI International, Inc., a Delaware corporation, and Clearwater International, L.L.C., a Delaware limited liability company.

WHEREAS, Clearwater, Inc., Transit Energy Systems, Inc., Clearwater Specialty Chemical Company, Pritech International, Inc., and CWI International, Inc. (individually and collectively referred to as "CLEARWATER") is the sole and exclusive owner of all rights, title and interest in and to the trademarks, service marks, and any and all applications therefor listed on the attached Appendix A ("Trademark Assets"); and

WHEREAS, Clearwater International, L.L.C., 515 Post Oak Blvd., Suite 600, Houston, Texas 77027, USA, hereinafter referred to as "ASSIGNEE", is desirous of acquiring all rights, title and interest in the Trademark Assets.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by CLEARWATER, CLEARWATER has assigned, sold, transferred and set over and by these presents does hereby assign, sell, transfer and set over unto said ASSIGNEE the all rights, title and interest in and to said Trademark Assets, including but not limited to: (a) all world-wide rights therein, (b) all goodwill associated therewith, and (c) all United States and foreign trademarks which shall issue on any pending trademark applications forming part of Trademark Assets,, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by CLEARWATER, had this Assignment and sale not been made.

CLEARWATER covenants and agrees that it will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and to all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE (a) obtain trademark registrations, both domestic and foreign, as part of Trademark Assets, (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns to said Trademark Assets, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Trademark Assets against any and all infringers, and perform such other acts as necessary to give full force and effect to this Assignment.

CLEARWATER hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the respective Trademark Offices around the world to issue all trademark registrations forming part of and arising out of trademark applications forming part of Trademark Assets to said ASSIGNEE, its successors and assigns.

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

APPENDIX - A

The following US Trademarks and Trademark applications, and any and all foreign counterparts thereto:

<u>Appl. No.:</u>	<u>Reg. No.:</u>	<u>Mark:</u>
75473502		FIZZYTABS
75909549		ENVIROKOOL
76182422		THERMOGREEN
76346418		ALPHA-BREAK
76346504		ALPHA-CLEAN
76346597		ALPHA-CLEAR
76364221		CLEAR-CHEK
76364222		SULFA-CLEAR
76365461		FLX BUBBLES
76366005		FE OXCLEAR
76366106		PSI MINUS
76366107		PSI MINUS ACID
76366109		DESICCANT Z
76366110		POLY-FOAMER
76366219		BTF
76367610		NA-MINUS
76367611		CLEAR-BLOCK
76367636		SCALE CLEAR
76367639		BRINE BLOCK
76367640		MET-CLEAR
76367655		CLEAR-CLEAN
76373575		PARA-SOL II
76373577		CLEAR AIR
76373592		CLEAR-DRILL
76373576		CLEARTENE 100
76374832		BIO-CLEAR
75022838	2006325	HYDRO-LITH
75023188	2028603	XENTRIJE
76182456	2617031	ENVIRO-KOOL
76346503	2604845	THERMOGREEN
76353309	2612723	ENVIROHIB
76353310	2612724	CAT-FOAM
76353311	2612725	AMPHOAM
76366004	2618256	ULTRA FLO
76366841	2624929	VARIHIB-6N1
76367637	2624935	PARA CLEAR
76367638	2624936	PARA-MINUS
76367656	2624937	CLEAR-COOL
76366466	2635204	COR-CLEAR
76366467	2635205	PENN CLEAR