

11-04-1998



ONLY

To the Honorable Commiss 100868831

record the attached original documents or copies thereof

MRA 7/13/98

1. Name of conveying party(ies):
NORTHERN FALLS WATER COMPANY, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company - Michigan
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: CF NORTHERN, INC., now known as
NORTHERN FALLS WATER COMPANY, INC.,
Internal Address: COUNTRY FRESH, INC.
Street Address: 2555 BUCHANAN AVENUE, S.W.
City: GRAND RAPIDS State: MI ZIP: 49518-0814

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: OCTOBER 5, 1998

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)
75/369997 & 75/520349
Additional numbers attached? Yes No

B. Trademark registration No.(s) 2069438

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: DAVID H. JUDSON
Internal Address: HUGHES & LUCE, L.L.P.
Street Address: 1717 MAIN STREET, SUITE 2800
City: DALLAS State: TEXAS ZIP: 75201

6. Total number of applications and trademarks involved: THREE (3)
7. Total fee (37 CFR 3.41): \$ 120.00
 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.
David H. Judson, Reg. No. 30,467
Name of Person Signing [Signature] 10/9/98 Signature Date

Total number of pages including cover sheet: 7

11/02/1998 DNGUYEN 00000194 2069438

01. FC:481 40.00 OP
02. FC:482 50.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Refund Ref: 11/02/1998 DNGUYEN 0000065463

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

CHECK Refund Total: \$30.00

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is entered into to be effective as of October 5, 1998, and is entered into between Northern Falls Water Company, L.L.C., a Michigan limited liability corporation ("Seller") and CF Northern, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of October 5, 1998 (the "Agreement"), providing for the transfer of substantially all of the assets of Seller; and

WHEREAS, Seller and Buyer wish to enter into this Assignment so that Buyer may acquire all of Seller' right, title and interest in and to the trademarks and associated goodwill set forth on the attached Schedule A (the "Marks");

NOW, THEREFORE, in consideration of the execution of this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller does hereby sell, transfer and convey to Buyer all right, title and interest of Seller in and to the Marks, including any common law rights in such Marks arising out of the use thereof, free and clear of all liabilities, liens, encumbrances, claims and other restrictions; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Seller has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Buyer, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

2. Seller hereby agrees that Seller shall from time to time, execute all such instruments and take all such other actions as Buyer shall reasonably request in connection with effectuating the intent and purposes of, and all transactions and things contemplated by, this Assignment, including, any and all actions which may reasonably be necessary or desirable to complete this Assignment.

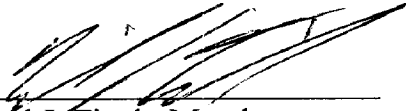
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the conflict of laws rules thereof.

4. This Assignment may be executed in two or more counterparts.

5. Nothing contained in this Assignment will be deemed to supersede, modify, limit or amend any of their rights or obligations of Seller or Buyer under the Agreement.

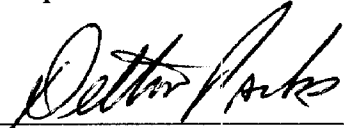
IN WITNESS WHEREOF, this Assignment is duly executed in a manner appropriate thereto to be effective as of the date first set forth above.

NORTHERN FALLS WATER COMPANY,
L.L.C., a Michigan limited liability company



Michael J. Finch, Member

CF NORTHERN, INC., a Delaware
corporation



Delton Parks, President

STATE OF Michigan §
 § SS.:
COUNTY OF Kent §

Before me, Julia A. Bonter, the undersigned Notary Public on this day personally appeared Michael J. Finch, Member of Northern Falls Water Company, L.L.C., a Michigan limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of October, 1998.

Julia A. Bonter
Notary Public, State of Michigan

Printed Name: Julia A. Bonter

My Commission Expires:

11-3-98

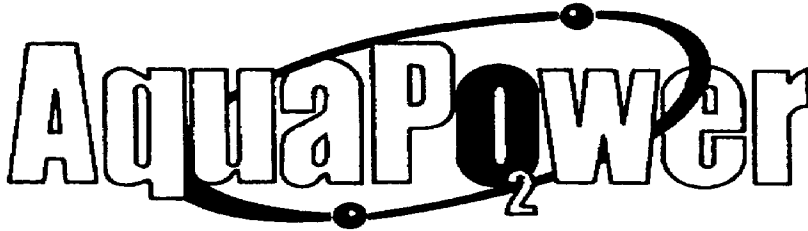
JULIA A. BONTER
Notary Public, Ottawa County, Michigan
Acting in Kent County, Michigan
My Commission Expires Nov. 3, 1998

Schedule A

<u>Trademark</u>	<u>Number</u>	<u>Jurisdiction</u>	<u>Status</u>
Soccerade	75/369997	U.S.	Intent-To-Use Application Notice of Allowance Received
Aquapower2 and Design (see attached design)	75/520349	U.S.	Applied/Pending
Northern Falls	75/106763 2069438	U.S.	Registered
Northern Espresso		U.S.	Application rejected; common law use

**EXPRESS MAIL
EL080208316US**

**Northern Falls Water Company, L.L.C.
5035 W. Greenbrooke Drive, S.E., Suite 2, Kentwood, MI 49512
First Use On Or About December 9, 1996
First Use In Interstate Commerce On Or About December 9, 1996
BEVERAGES, NAMELY OXYGENATED WATER**

The logo for AquaPower features the word "AquaPower" in a bold, outlined, sans-serif font. The letter "P" is significantly larger and filled with solid black. A thick black line forms an oval shape that loops around the "P" and extends to the left and right. Two small black dots are positioned at the top and bottom of the oval's curve. A small number "2" is located at the bottom of the oval, near the "P".