

MD 1-26-99

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

01-26-1999



100948377

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
01-15-1999

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
01-15-1999

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/ AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)  City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

01/26/1999 TTON11 00000104 1358693

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
TRADEMARK  
REEL: 1843 FRAME: 0569

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/247,567"/>	<input type="text" value="75/269,470"/>	<input type="text" value="75/414,268"/>	<input type="text" value="1,358,693"/>	<input type="text" value="1,629,358"/>	<input type="text" value="1,719,666"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,739,667"/>	<input type="text" value="2,114,606"/>	<input type="text" value="2,115,654"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Ma ia A. Savio

Name of Person Signing

*Maria Savio*

Signature

Jan 21, 1997

Date Signed

SCHEDULE A

Date: 09/10/98  
Time: 10:44:11

Trademark List  
by Client then Trademark then Country

Page: 1

Mark	Country	Client	Atty	Case No	Status	Registration Number/Date	Next Renewal Date
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BLUE MOUNTAIN SPRING WATER & D	United States	CSW	SBK	0000002613	Registered	1629358 12/25/90	12/25/00
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Owner:

Application No: 73/832587 Date Last Renewed: Last Update: 03/04/97  
Filing Date: 10/20/89 Agent: Affidavit of Use: 12/26/95 Filed? no  
Classes: 45  
Goods: SPRING WATER FOR COMMERCIAL AND RESIDENTIAL USE

CLOISTER	United States	CSW	SBK	0000000255	Registered	1358693 09/10/95	09/10/05
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Owner: CLOISTER SPRING WATER CO.

Application No: 508966 Date Last Renewed: Last Update: 02/13/91  
Filing Date: 11/15/84 Agent: Affidavit of Use: 09/10/90 Filed? yes  
Classes: 32  
Goods: Spring water and steam distilled drinking water.

CLOISTER	United States	CSW	SBK	0000001716	Registered	1739667 12/15/92	12/15/02
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Owner: CLOISTER SPRING WATER COMPANY

Application No: 264501 Date Last Renewed: Last Update: 05/05/98  
Filing Date: 04/10/92 Agent: Affidavit of Use: 12/15/97 Filed? no  
Classes: 23, 31  
Goods: Refrigerated and/or heated dispensing units for bottled water; and tap water filtration and purification units for domestic and commercial

CLOISTER	United States	CSW	SBK	0000002875	Registered	2125654 12/30/97	12/30/07
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Owner:

Application No: 75/224814 Date Last Renewed: Last Update: 01/16/98  
Filing Date: 01/13/97 Agent: Affidavit of Use: 12/30/02 Filed? no  
Classes: 042  
Goods: SUPPLY SERVICES FEATURING BOTTLED SPRING WATER, BEVERAGES, NAMELY COFFEE AND TEA, SNACKS, JUICES, SOUPS, AND EQUIPMENT FOR DISPENSING, BREWING AND CONSUMING SAID PRODUCTS AND FOR FILTERING TAP WATER IN RESIDENTIAL AND COMMERCIAL ESTABLISHMENTS  
Remarks: CERTIFICATE OF REGISTRATION RECEIVED FROM PTO 1-16-98

20 COOL AND DESIGN	United States	CSW	SBK	0000002847	Pending		
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Owner:

Application No: 75/414268 Date Last Renewed: Last Update: 08/27/98  
Filing Date: 01/06/98 Agent: Affidavit of Use: Filed?  
Classes: 032  
Goods: WATER SOLD IN SINGLE SIZE SERVING PLASTIC CONTAINERS

Date: 09/10/98  
Time: 10:44:12

Trademark List  
by Client then Trademark then Country

Page:

Mark  
Country Client Atty Case No Status Registration Next  
Number/Date Renewal Date

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OZZY  
United States CSW SBK 0000001714 Registered 1739666 12/15/02  
12/15/92

Owner: CLOISTER SPRING WATER COMPANY

Application No: 264500 Date Last Renewed: Last Update: 05/08/98  
Filing Date: 04/10/92 Agent: Affidavit of Use: 12/15/97 Filed? no  
Classes: 11

Goods: Tap water filtration and treatment units for domestic and commercial use.

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QUALITY... MORE THAN JUST TALK.

United States CSW SBK 0000002706 Pending

Owner:

Application No: 75/269470 Date Last Renewed: Last Update: 12/12/97  
Filing Date: 04/04/97 Agent: Affidavit of Use: Filed?

Classes: FULL TITLE OF MARK: QUALITY... MORE THAN JUST TALK. IT'S OUR

Goods: WAY OF LIFE!

CLASS 042 - FOR: SUPPLY SERVICES FEATURING BOTTLED SPRING WATER;  
BEVERAGES, NAMELY, COFFEE AND TEA; SNACKS; JUICES; SOUPS; AND  
EQUIPMENT FOR DISPENSING, BREWING AND CONSUMING SAID PRODUCTS AND FOR  
FILTERING TAP WATER IN RESIDENTIAL AND COMMERCIAL ESTABLISHMENTS

Remarks: NOTICE OF PUBLICATION RECEIVED FROM PTO ON 12-5-97

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TRUST IN A BOTTLE

United States CSW SBK 0000002493 Registered 2114605 11/18/07  
11/18/97

Owner: CLOSITER SPRING WATER COMPANY

Application No: 75/021040 Date Last Renewed: Last Update: 12/01/97  
Filing Date: 11/16/95 Agent: Affidavit of Use: 11/18/02 Filed? no  
Classes: 032 AND 042

Goods: BOTTLED WATER IN CLASS 032; AND BOTTLED WATER DELIVERY SERVICES FOR  
RESIDENTIAL AND COMMERCIAL ESTABLISHMENTS IN CLASS 042

Remarks: CERTIFICATE OF REGISTRATION RECEIVED 12-1-97

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ZANZIBAR

United States CSW SBK 0000002593 Suspended

Owner:

Application No: 75/247561 Date Last Renewed: Last Update: 03/06/98  
Filing Date: 02/25/97 Agent: Affidavit of Use: Filed?

Classes: 030

Goods: PRE-PACKAGE COFFEE, SUGAR, AND NON-DAIRY CREAMER

## ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") made the 15th day of January, 1999, by CLOISTER SPRING WATER CO., a Pennsylvania corporation ("Assignor"), with offices at 1600 Cloister Drive, Lancaster, Pennsylvania 17604, to Suntory Water Group, Inc., a Delaware corporation ("Assignee"), with offices at 2141 Powers Ferry Road, Marietta, Georgia 30067

### BACKGROUND

Assignor is the sole owner of the United States Patent and Trademark Office registrations for the trademarks set forth on Schedule "A" attached hereto (collectively, the "Scheduled Trademarks").

### AGREEMENT

NOW, THEREFORE, in partial consideration of the Purchase Price (as defined in the Asset Purchase Agreement dated December 18, 1998 among Assignor, Blair B. Mohn, R. Michael Mohn, and Assignee (the "Purchase Agreement")) paid by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Scheduled Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings, processes, know-how, and the like which Assignor uses in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation claims and causes of action for past infringement) relating thereto, licenses and sublicenses granted and obtained with respect thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions From time to time after the date hereof, and without further consideration (subject, however, to Assignee's reimbursement of Assignor for any reasonable and documented fees or out-of-pocket expenses incurred in connection with Assignor's compliance with clause (a) of this Section 2) Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee or its counsel may reasonably request in order to (a) assist Assignee in its efforts

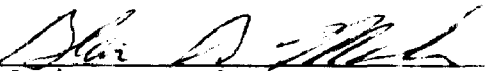
to perfect and record Assignee's ownership of the Rights or  
(b) assist in the prosecution of any infringements thereof.


3. Counterparts. Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

4. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CLOISTER SPRING WATER CO.

By   
Blair B. Mohn,  
President

Attest:   
R. Michael Mohn,  
Secretary

"Assignor"

SCHEDULE "A" TO  
ASSIGNMENT OF REGISTERED TRADEMARKS

SCHEDULED TRADEMARKS