



RE

03-11-1999

03-19-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #47

REC



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

100988064

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

3/11/99

1. Name of conveying party(ies):  
Hinckley & Schmitt, Inc.

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

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

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

Execution Date: March 29, 1996

2. Name and address of receiving party(ies)  
Name: Hinckley & Schmitt, Inc.

Internal Address: \_\_\_\_\_

Street Address: 6055 South Harlem Avenue

City: Chicago State: IL ZIP: 60638

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

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 patent number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
868,229

Additional numbers attached?  Yes  No

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

Name: Suntory Water Group

Internal Address: Attn: Kevin Tucker

Street Address: 2141 Powers Ferry Road

City: Marietta State: GA ZIP: 30067

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ previously paid  
1/26/98

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.

Jessica L. Tyeryar  
Name of Person Signing

Jessica L. Tyeryar  
Signature

March 11, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 15

**Continuation of Item 3:**

Re-record to correct conveying party's name previously recorded at Reel 1462 Frame 0783.

**Continuation of Item 4B:**

890,568  
1,063,470  
1,464,793  
1,525,495  
1,527,257  
1,590,183  
1,908,697  
1,947,502  
1,961,140  
1,983,110  
2,016,926

## SERVICE MARK AND TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hinckley and Schmitt, Inc., an Illinois corporation and Sierra Spring Water Company, a Delaware corporation (each an "Assignor" and together "Assignors") hereby sell, assign and transfer to Hinckley & Schmitt, Inc., a Delaware corporation ("Assignee"), and Assignee hereby accepts, the entire right, title and interest in and to the service marks and trademarks of each Assignor and to the respective registrations and applications therefor set forth separately for each Assignor on Schedules A-1 and A-2, attached hereto and made a part hereof, including, without limitation, the goodwill of the business symbolized by each thereof, and, subject to Section 1.2(i) of the Asset Purchase Agreement dated as of December 29, 1995, by and among Assignors, Anjou International Company, Suntory International Corp. and certain other parties, all right, title and interest in all benefits, claims, demands and rights of recovery for past, current and future infringements of said service marks and trademarks. Each Assignor further agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other acts Assignee may require in order to vest all such Assignor's right, title and interest in and to said service marks and trademarks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of such Assignor.

With respect to any respective applications still pending as of the date hereof, the Commissioner of Patents and Trademarks is requested to issue the Certificates of Registration to Assignee.

IN WITNESS WHEREOF, the parties have caused this Service Mark and Trademark Assignment to be duly executed as of the 29<sup>th</sup> day of March, 1996.

HINCKLEY & SCHMITT, INC.,  
an Illinois corporation

By: C. Farman  
Name: Christian G. Farman  
Title: Vice President

SIERRA SPRING WATER COMPANY

By: C. Farman  
Name: Christian G. Farman  
Title: Vice President

120323

TRADEMARK  
REEL: 1462 FRAME: 0788

6

TRADEMARK  
REEL: 1870 FRAME: 0059

Accepted as of the date written above:

HINCKLEY & SCHMITT, INC.,  
a Delaware corporation

By: *Yasuhiro Fukuyama*  
Name: *YASUHIRO FUKUYAMA*  
Title: *TREASURER / SECRETARY*

120321

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TRADEMARK  
REEL: 1462 FRAME: 0789

7

TRADEMARK  
REEL: 1870 FRAME: 0060

STATE OF New York )  
 )ss.:  
CITY/COUNTY OF New York )

I, the undersigned Notary Public in and for the aforesaid State and City/County, do hereby certify that Christian G. Farma has personally appeared before me in said City/County and acknowledged himself to be the Vice President of each of Hinckley & Schmitt, Inc., an Illinois corporation and Sierra Spring Water Company, and that he, as such officer, being authorized so to do, has acknowledged the within instrument to be the act and deed of said corporations.

Given under my hand and seal this 29<sup>th</sup> day of March, 1996.

KETH MIKELL  
Notary Public, State of New York  
No. 01M15052484  
Qualified in New York County  
Commission Expires Nov. 27, 1997

Keth Mikell  
Notary Public

My Commission Expires: \_\_\_\_\_

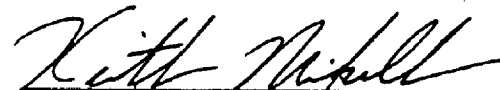
STATE OF New York

CITY/COUNTY OF New York

I, the undersigned Notary Public in and for the aforesaid State and City/County, do hereby certify that Yasuhiko Fukuyama has personally appeared before me in said City/County and acknowledged himself to be the Treasurer/Secretary of Hinckley & Schmitt, Inc., a Delaware corporation, and that he, as such officer, being authorized so to do, has acknowledged the within instrument to be the act and deed of said corporation.

Given under my hand and seal this 24<sup>th</sup> day of March, 1996.

KEITH MIKELL  
Notary Public, State of New York  
No. 01M15052484  
Qualified in New York County  
Commission Expires Nov. 27, 1997

  
Notary Public

My Commission Expires: \_\_\_\_\_

Suntory Schedule/W465/Mar96

**SCHEDULE A-1**

Marks assigned to assignee by Hinckley &amp; Schmitt, Inc., an Illinois Corporation

<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial "Sn" or Registration "Rn" Number</u>
US	AQUABEV (29,30,32 Int)	Sn 535,847-74
Japan	COLORADO CRYSTAL (32 Int)	Sn 3,753-94
US	COLORADO CRYSTAL (32 Int)	Sn 506,260-74
US	COLORADO CRYSTAL (32 Int)	Rn 1,464,793
US	COLORADO GOLD (32 Int)	Not Filed
US-CA	Design (Drop with Wave) (45 N)	Rn 88,418
US	Design (Droplet) (39 Int)	Rn 1,590,183
US	Design (Wave & Dot) (32 Int)	Rn 1,063,470
US	H&S (32 Int)	Rn 890,568
Japan	H&S (42 Int)	Rn 107,666
US-IL	H&S (45 N)	Rn 35,328
US	HI-PURE (32 Int)	Rn 1,368,244
Japan	HINCKLEY & SCHMITT (29 N)	Rn 2,646,536
Mexico	HINCKLEY & SCHMITT (32 Int)	Rn 451,449
Mexico	HINCKLEY & SCHMITT (39 Int)	Rn 449,045
Japan	HINCKLEY & SCHMITT (42 Int)	Sn 107,667-92
US	HINCKLEY & SCHMITT (5,32 Int)	Rn 868,229
US-IL	HINCKLEY & SCHMITT FRIDGE PAK (45 N)	Rn 59,348
US-IL	HINCKLEY & SCHMITT FRIDGE SIZE (45 N)	Rn 58,512
US	HOOSIER (32 Int)	Rn 1,908,697
US	HOOSIER BOTTLED WATER CO. (39, 42 Int)	Rn 1,961,140
US	NURSERY (32 Int)	Rn 1,527,257
Korea South	Nursery [English] (32 Int)	Sn 41,883-95
Korea South	Nursery [Korean] (32 Int)	Sn 41,884-95
UK	THE CLEAN DRINK (39 Int)	Rn 1,412,263
US	THE PURE WATER PEOPLE (11,32,39,42 Int)	Rn 1,525,495
US	THE PURE WATER PEOPLE SINCE 1888 (11,32,39,42)Sn 643,379-74	

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TRADEMARK  
REEL: 1462 FRAME: 0792TRADEMARK  
REEL: 1870 FRAME: 0063

Suntory Schedule/W465/Mar96

## SCHEDULE A-2

Marks assigned to Assignee by Sierra Spring Water Company

Jurisdiction	Mark	Serial or Registration Number	Class
US	AIRIS (32 Int)		Rn 1,183,178
US-TX	AIRIS (32 Int)		Rn 46,375
US-CA	ALL WAYS IN GOOD TASTE (101 N)		Rn 19,967
US	ALPINE (1,32 Int)		Rn 1,468,708
US-LA	ALPINE (32 Int)		
US-AL	ALPINE (45 N)		Rn 102,837
US-MS	ALPINE (45 N)		
US-NM	ALPINE (none)		Rn TK86,030,701
US-TX	ALPINE & Design (Snow-topped Mt.) (32 Int)		Rn 37,437
US-LA	ALPINE & Design (Snow-topped Mt.) ( 32 Int)		
Mexico	AMBROSIA (32 Int)		Sn 216,189
Mexico	AMBROSIA (32,42 Int)		Sn 216,188
US-TX	AMPURE (32 Int)		Rn 46,419
US-NV	DIAMOND (45 N)		Rn 21,519
US-NV	DIAMOND SPRINGS WATER CO. (101 N)		Rn 21,520
US	FEATHER RIVER CANYON & Design (feather) (32 Int)		Rn 1,311,340
US	HIGH SIERRA (32,39,42 Int)		Sn 576,582 -74
US	ISLAND (1Int)		Rn 1,633,617
US-TX	OUACHITA (32 Int)		Rn 46,574
US-AR	OUACHITA (45 N)		Sn 177-86
US-OK	OUACHITA (45 N)		Rn 20,800
Canada	SIERRA		Rn 733,184
US	SIERRA (1,32 Int)		Rn 1,428,913
HongKong	SIERRA (32 Int)		Not Filed
Japan	SIERRA (32 Int)		Sn 102,750 -95
US	SIERRA (39 Int)		Sn 538,280 -74
US-AZ	SIERRA (45 N)		Rn 24,216
US-CA	SIERRA (45 N)		Rn 82,674
US-CO	SIERRA (45 N)		Rn 30,433
US-HI	SIERRA (none)		Rn 84,710
US-WY	SIERRA (45 N)		Rn 234,041
US	SIERRA & Design (Droplet) (39 Int)		Sn 538,034 -74
US	SIERRA & Design (Water Droplet) (32,29 Int)		Rn 1,659,998
Japan	SIERRA GOLD (32 Int)		Not Filed
US	SILVER SEAL (Stylized) (32 Int)		Rn 809,626
US	THE WAY NATURE MEANT IT TO BE (39 Int)		Rn 1,641,567

RECORDED: 04/05/1996

TRADEMARK  
REEL: 1462 FRAME: 0793

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TRADEMARK  
REEL: 1870 FRAME: 0064









03-11-1999

CLEARY, GOTTlieb, STEEN & HAMILTON

U.S. Patent & TMOto/TM Mail RoptDt. #47

ONE LIBERTY PLACE  
NEW YORK, N.Y. 10006  
41, AVENUE DE FRIEDLAND  
75008 PARIS  
RUE DE LA LOI 23  
1040 BRUSSELS  
CITY PLACE HOUSE  
55 BASINGHALL STREET  
LONDON EC2V 5EH

2000 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006-1801  
(202) 974-1500  
FACSIMILE  
(202) 974-1999

ULMENSTRASSE 37-39  
60325 FRANKFURT AM MAIN  
PIAZZA DI SPAGNA 15  
00187 ROME  
39TH FLOOR, BANK OF CHINA TOWER  
ONE GARDEN ROAD  
HONG KONG  
SHIN KASUMIGASEKI BUILDING  
3-2, KASUMIGASEKI 3-CHOME  
CHIYODA-KU TOKYO 100-0013

March 11, 1998

Writer's Direct Dial: (202) 974-1881

TRADEMARK & PATENT OFFICE  
1998 MAR 11 A 11:09  
TRADEMARK FEE PROCESS RECEIVED

BY HAND

Commissioner of Patents and Trademarks  
Box Assignments  
U.S. Patent & Trademark Office  
2900 Crystal Drive  
Arlington, VA 22202-3513

Re: Hinckley & Schmitt, Inc. - Corrective Assignment

Dear Commissioner:

Enclosed please find the following in connection with the above-referenced corrective filing:

1. A recordation form cover sheet correcting conveying party's name previously recorded at Reel 1462, Frame 0783; and
2. The originally filed recordation form cover sheet and assignment document.

Please contact me at 202-974-1881 if you need additional information.

Sincerely,

Jessica L. Tyeryar  
Legal Assistant

Enclosures

TRADEMARK  
REEL: 1870 FRAME: 0067

**Continuation of Item 3:**

To correct conveying party. Previously recorded at reel 1462, frame 0783.

**Continuation of Item 4B:**

890,568  
1,063,470  
1,464,793  
1,525,495  
1,527,257  
1,590,183  
1,908,697  
1,947,502  
1,961,140  
1,983,110  
2,016,926

**Exhibit A**

**Continuation of Item 1. Additional names of conveying party(ies):**

Sierra Spring Water Company, a Delaware Corporation

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TRADEMARK  
REEL: 1462 FRAME: 0784

TRADEMARK  
REEL: 1870 FRAME: 0069

Exhibit B

Continuation of Item 4A. Trademark Application No.(s):

Trademark Applications assigned to Assignee by Hinckley & Schmitt, Inc., an Illinois corporation.

<u>Mark (and Class)</u>	<u>Serial ("Sn") Number</u>
AQUABEV (29, 30 Int)	(Sn) 74/535,847
AQUABEV (32 Int)	(Sn) 75/975074
COLORADO CRYSTAL (32 Int)	(Sn) 74/506,260
COLORADO GOLD (32 Int)	(Sn) 75/048961
THE PURE WATER PEOPLE SINCE 1888 (11, 32, 39, 42 Int)	(Sn) 74/643,379

Trademark Applications assigned to Assignee by Sierra Spring Water Company, a Delaware corporation.

<u>Mark (and Class)</u>	<u>Serial ("Sn") Number</u>
HIGH SIERRA (32, 39, 42 Int)	(Sn) 74/576,582
SIERRA (39 Int)	(Sn) 74/538,280
SIERRA & Design (Droplet) (39 Int)	(Sn) 74/538,034

TRADEMARK  
REEL: 1462 FRAME: 0785

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TRADEMARK  
REEL: 1870 FRAME: 0070

Exhibit C

Continuation of Item 4B. Trademark Registration No.(s):

Registered marks assigned to Assignee by Hinckley & Schmitt, Inc., an Illinois corporation.

Mark (and Class)	Registration ("Rn") Number
COLORADO CRYSTAL (32 Int)	(Rn) 1,464,793
Design (Droplet) (39 Int)	(Rn) 1,590,183
Design (Wave and Dot) (32 Int)	(Rn) 1,063,470
H&S (32 Int)	(Rn) 890,568
HI-PURE (32 Int)	(Rn) 1,368,244
HINCKLEY & SCHMITT (5,32 Int)	(Rn) 868,229
HOOSIER (32 Int)	(Rn) 1,908,697
HOOSIER BOTTLED WATER CO. (39,42 Int)	(Rn) 1,961,140
NURSERY (32 Int)	(Rn) 1,527,257
THE PURE WATER PEOPLE (11,32,39,42 Int)	(Rn) 1,525,495

Registered marks assigned to Assignee by Sierra Spring Water Company, a Delaware corporation.

Mark (and Class)	Registration ("Rn") Number
AIRIS (32 Int)	(Rn) 1,183,178
ALPINE (1,32 Int)	(Rn) 1,468,708
ISLAND (1 Int)	(Rn) 1,633,617
SIERRA (1, 32 Int)	(Rn) 1,428,913
SIERRA & Design (Water Droplet) (32, 39 Int)	(Rn) 1,659,998
SILVER SEAL (Stylized) (32 Int)	(Rn) 809,626

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TRADEMARK  
REEL: 1462 FRAME: 0786

TRADEMARK  
REEL: 1870 FRAME: 0071

Exhibit C (continued from previous page)

Mark (and Class)	Registration ("Rn") Number
THE WAY NATURE MEANT IT TO BE (39 Int)	(Rn) 1,641,567