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FORM PTO-1594
1-31-92
Our refs.: 94103.7



DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-15-1999

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U.S. Patent & TMO/TM Mail Rpt Dt. #34

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

1. Name of conveying party(ies):
Strategic Brands, Inc. and Reeve, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Joint venture
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Premium Beverage Packers, Inc. and Reeve, Inc.
Internal Address: 1090 Spring Street
Street Address: 1090 Spring Street
City: Wyomissing State: PA ZIP: 19610
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Joint venture
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 21, 1999 and May 1, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____ B. Trademark registration No.(s) 2,143,725
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: EUGENE E. RENZ, JR.
Internal Address: P.O. BOX 2056
205 N. MONROE STREET
MEDIA, PA 19063
Street Address: P.O. BOX 2056
205 N. MONROE STREET
City: MEDIA State: PA ZIP: 19063

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account number:
18-0990
(Attached 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.
Eugene E. Renz, Jr. Eugene E. Renz, Jr. 11/15/99
Name of Person Signing Signature Date

12/06/1999 DMGUYEH 00000065 180990 2143725
01 FC 481 40.00 CH

Total number of pages comprising cover sheet:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

TRADEMARK
REEL: 001995 FRAME: 0474

TRADEMARK ASSIGNMENT

WHEREAS, a Joint Venture comprising **STRATEGIC BRANDS, INC.**, a corporation organized and existing under and by virtue of the laws of the **Commonwealth of Pennsylvania** with its principal place of business at **1090 Spring Street, Wyomissing, Pennsylvania 19610**, and **REEVIVE, INC.** a corporation organized and existing under and by virtue of the laws of the **Commonwealth of Pennsylvania** having a principal place of business at **1586 Hampton Road, Rydal, Pennsylvania 19046** (hereinafter referred to as "**ASSIGNOR**") is the owner of certain trademark rights in the United States to trademark **CLEAR 'N PURE**, Registration No. **2,143,725** for **mineral and aerated waters in International Class 32** ; and

WHEREAS, a Joint Venture comprising **PREMIUM BEVERAGE PACKERS, INC.** a corporation organized and existing under and by virtue of the laws of the **Commonwealth of Pennsylvania** with its principal place of business at **1090 Spring Street, Wyomissing, Pennsylvania 19610**, and **REEVIVE, INC.** a corporation organized and existing under and by virtue of the laws of the **Commonwealth of Pennsylvania** having a principal place of business at **1586 Hampton Road, Rydal, Pennsylvania 19046** (hereinafter referred to as "**ASSIGNEE**"), desires to purchase said trademark rights;

NOW, THEREFORE, THIS IS TO WITNESS, that in consideration of the sum of One Dollar (\$1.00) paid to **ASSIGNOR** by **ASSIGNEE**, the receipt of which is hereby acknowledged, and for other good and valuable consideration:

1. **ASSIGNOR** hereby sells, assigns and sets over unto **ASSIGNEE**, its successors and assigns, the entire right, title and interest in and to the registered mark **CLEAR 'N PURE**, **Registration No.: 2,143,725**, together with the good will of the business in connection with which said trademark is used.

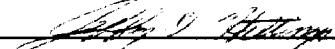
2. **ASSIGNOR** hereby sells, assigns and sets over unto **ASSIGNEE**, its successors and assigns, any and all claims, demands or rights of action which it has or might have by reason

of any infringements of said trademark prior to the date of this Assignment, together with the right to prosecute such claims, demands or rights of action in ASSIGNEE's own name.

3. **ASSIGNOR** hereby agrees to execute and deliver to **ASSIGNEE** such instruments and documents as shall be required to confirm in **ASSIGNEE** the ownership of the rights transferred by **ASSIGNOR** to **ASSIGNEE** by this Agreement.

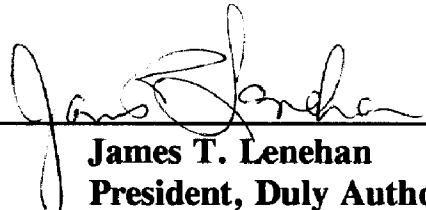
IN WITNESS WHEREOF, ASSIGNOR, expressly intending to be legally bound thereby, has caused this Assignment to be duly executed and its corporate seal affixed as of the 1st day of May, 1999.

**A JOINT VENTURE comprising:
STRATEGIC BRANDS, INC.**

By: 
Name: **Jeffrey D. Hettinger**
Its: **President, Duly Authorized**

Date: April 21, 1999

REEVIVE, INC.

By: 
Name: **James T. Lenehan**
Its: **President, Duly Authorized**

Date: May 1, 1999