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Form U.S. Patent & TMO/ TM Mail Rpt Dt. #70 (Rev.) OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Mad River Traders, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: May 4, 2001

2. Name and address of receiving party(ies)

Name: Mad River Company, LLC.

Internal

Address:

Street Address: One Coca-Cola Plaza

City: Atlanta State: Georgia Zip: 30313

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

Other Delaware 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)
76/156,456

B. Trademark Registration No.(s) 1,592,229
1,850,008
1,840,759

Additional number(s) attached Yes No

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

Name: Michael C. Mason

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303-1763

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$115.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

11-0980

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.

Ellen Morrissey Hughes
Name of Person Signing

Signature

May 24, 2001

Date

Total number of pages including cover sheet, attachments, and document: 9

06/07/2001 TDIAZ1 00000091 76156456

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

01 FC:481 40.00 OP
02 FC:482 75.00 OP

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of May 4, 2001, is entered into by and between MAD RIVER TRADERS, INC., a Vermont corporation ("MRT"), and MAD RIVER COMPANY, LLC, a Delaware limited liability company ("MRC").

WHEREAS, MRT has adopted and is using a mark in the United States of America, as more specifically identified on Exhibit A hereto (the "U.S. Registrations"), the registrations of which are subsisting and valid;

WHEREAS, MRT has adopted and is using a mark for which MRT has filed an application for registration in the United States Patent and Trademark Office, as more specifically identified on Exhibit B hereto (the "U.S. Application");

WHEREAS, MRT has adopted and is using a mark in Japan, as more specifically identified on Exhibit C hereto (the "Japanese Registration");

WHEREAS, MRT has adopted and is using a certain mark in Canada for which MRT has filed an application for registration, as more specifically described on Exhibit D hereto (the "Canadian Application"); and

WHEREAS, pursuant to that certain Purchase Agreement between MRT and The Coca-Cola Company, a Delaware corporation, dated as of May 4, 2001, MRT desires to assign to MRC the U.S. Registration, the U.S. Application, the Japanese Registration, and the Canadian Application (collectively, the "Marks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. MRT hereby assigns and transfers to MRC all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. MRC hereby accepts such assignment and transfer of the Marks.
3. MRT shall execute and deliver to MRC such further documents, if any, that may be reasonably requested by MRC to evidence this assignment of the Marks, including, without limitation, any documents required by any governmental agency of the United States of America or any foreign governmental agency.

4. This Agreement shall be effective as of the date hereof and shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns or legal representatives.

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EXHIBIT A
THE U.S. REGISTRATION

- U.S. Trademark Reg. No. 1,592,229, MAD RIVER, issued April 17, 1990, for ginger ale.
- U.S. Trademark Reg. No. 1,850,008, MAD RIVER, issued August 16, 1994, for soft drinks, spackling spring water and non-carbonated spring water.
- U.S. Trademark Reg. No. 1,840,759, MAD RIVER MOUNTAIN, issued June 21, 1994, for iced tea.

EXHIBIT B
THE U.S. APPLICATION

- Pending application with Patent & Trademark Office to register ENERGY HAMMER, Serial No. 76/156,456, filing date November 1, 2000, for juice drinks.

EXHIBIT C
THE JAPANESE REGISTRATION

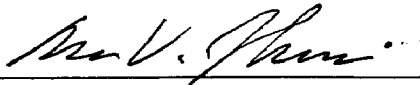
- Registration of MAD RIVER MOUNTAIN in Japan, Reg. No. 3292715, dated April 25, 1997, for tea, including iced tea.

EXHIBIT D
THE CANADIAN APPLICATION

- Pending application for registration of MAD RIVER in Canada, Ref. No. T673 696 6CA, dated March 9, 2000, File No. 1046243, for soft drinks, teas and juices.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, as indicated below, effective as of the date first written above.

ASSIGNOR:
MAD RIVER TRADERS, INC.

By: 
Name: Marc V. Johnson
Title: President

ASSIGNEE:
MAD RIVER COMPANY, LLC

By: _____
Name: David M. Taggart
Title: Vice President / Treasurer

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, as indicated below, effective as of the date first written above.

ASSIGNOR:
MAD RIVER TRADERS, INC.

By: _____
Name: MarcV. Johnson
Title: President

ASSIGNEE:
MAD RIVER COMPANY, LLC

By: David M. Taggart *DMT*
Name: David M. Taggart
Title: Vice President / Treasurer

Trademark Assignment Agreement

RECORDED: 05/29/2001

TRADEMARK
REEL: 002310 FRAME: 0040