

02-05-2003



102356897

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

1. Name of conveying party(ies):

CCDA Waters, LLC

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

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

2. Name and address of receiving party(ies):

Name: Danone Waters of North America, Inc.

Address: 3280 East Foothill Boulevard
Pasadena, California 91107

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 24, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,741,749 MISCELLANEOUS DESIGN

1,718,540 MISCELLANEOUS DESIGN

Additional numbers attached? Yes No

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

Jeffrey H. Kaufman
OBLON, SPIVAK, McCLELLAND, MAJER & NEUSTADT, P.C.
Attorneys at Law
1940 Duke Street
Alexandria, Virginia 22314
OSMMN Ref: 209792US33

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(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.

Jeffrey H. Kaufman
Name of Person Signing

Signature

January 31, 2003
Date

Total number of pages, including cover sheet, attachments, and document: 4

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

02/04/2003 TBIAZI 00000264 1741749
01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

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

TRADEMARK ASSIGNMENT

WHEREAS, on June 27, 2002, a Trademark Assignment was made and entered into, by and between CCDA Waters, LLC, a limited liability company organized under the laws of the state of Delaware, whose address is One Coca-Cola Plaza, Atlanta, Georgia 30313 (hereinafter "Assignor"), and Danone Waters of North America, Inc., a corporation organized under the laws of the state of Delaware, whose address is 3280 East Foothill Boulevard, Pasadena, California 91107 (hereinafter "Assignee") (each a "Party," and collectively, the "Parties"); and

WHEREAS, it has come to the Parties' attention that incorrectly included in the Schedule A to the June 27, 2002 Trademark Assignment were the following two properties: MISCELLANEOUS DESIGN, U.S. Registration No. 1,741,749, and MISCELLANEOUS DESIGN, U.S. Registration No. 1,718,540 (collectively, the "Design Marks"); and

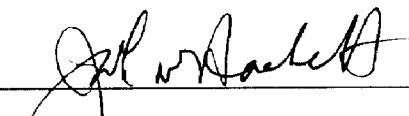
WHEREAS, the Parties, wishing to avoid any confusion as to the proper ownership of the Design Marks, execute this assignment reflecting the Parties' mutual intent that Assignee reacquire all right, title and interest in the Design Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over, and transfer to said Assignee the entire right, title and interest in and to the Design Marks, all common law rights in such marks, and U.S. Registration Nos. 1,741,749 and 1,178,540 (collectively, the "Design Registrations"), together with the goodwill connected with the use of and symbolized by the Design Marks, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Design Registrations may be renewed or reissued, as fully or entirely as the same would have been

held and enjoyed by said Assignor if this assignment and sale had not been made, together with all claims for legal and equitable relief of any kind by reason of past infringement of the Design Marks and the Design Registrations, with the right to sue for and obtain the same for its own use and behalf, and for the use of its successors, or other legal representatives.

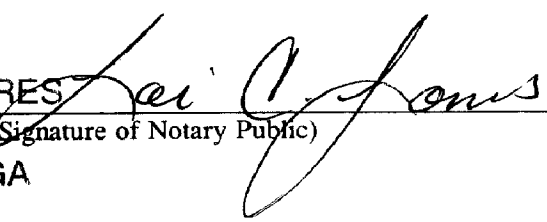
IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed and its seal to be affixed by its duly authorized officer, this 24 day of January, 2003.

CCDA WATERS, LLC

Signature:  *copy 1/24*
Name: John Hackett
Title: General Manager
Date: 01/24/2003

(Seal)
State of _____)
County of _____) SS:
County of _____)

On this 24 day of January, 2003 before me appeared John Hackett, General Manager, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of corporation and with the authorization of said corporation.

COMMISSION EXPIRES 
JUNE 05, 2005 (Signature of Notary Public)
IN FULTON CO., GA

My commission expires _____
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