



Tab settings ⇌ ⇌ ⇌ ▼ ▼

To the Honorable Commissioner of Patents a

102375236

documents or copy thereof.

1. Name of conveying party(ies):

Iceland Spring, Inc.
(a.k.a. Thorspring-Iceland, Inc.)

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

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

3. Nature of conveyance:

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

Execution Date: 12/20/2002

2. Name and address of receiving party(ies)

Name: Iceland Spring Holdings Limited

Internal Address: Lord Coutanche House

Street Address: 66-68 Esplanade

City: St. Helier State: Jersey Zip: JE4 5PS

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Channel Islands)
- 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 registration number(s):

A. Trademark Application No.(s) 75/704,354; 76/292,801

B. Trademark Registration No.(s) 2,633,631;
2,597,701; 2,305,115

Additional number(s) attached Yes No

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

Name: H. David Starr, Esq.

Internal Address: SLAVIT & GILL, P.C.,

Ste. 425 W

Street Address: 1025 Thomas Jefferson St., NW

City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

H. David Starr

Name of Person Signing

H. David Starr

Signature

2/19/03

Date

Total number of pages including cover sheet, attachments, and document: 6

02/26/2003 ECOOPER 00000136 2633631

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

01 FC:4521
02 FC:4522

40.00 OP
100.00 OP

Continuation Sheet

. Additional Conveying Party: Catco hf., an Icelandic corporation

U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of December 20, 2002 by and between Catco hf., a corporation organized and existing under the laws of Iceland, with its principal place of business at Grjótháls 7-11, Reykjavík ("Assignor"), and Iceland Spring Holdings Limited, a company organized and existing under the laws of the Isle of Jersey, whose registered office is Lord Coutanche House, 66-68 Esplanade, St Helier, Jersey, JE4 5PS ("Assignee");

WHEREAS, Assignor and Iceland Spring, Inc. (a.k.a. Thorspring-Iceland, Inc.) ("Iceland Spring") entered into a Contract of Sale dated as of January 12, 2002 (the "Contract of Sale"), pursuant to which Iceland Spring sold, transferred, conveyed, assigned and delivered to Assignor all right, title and interest in, to and under all of its trademarks owned worldwide (the "Trademarks"), together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment, effective December 20, 2002 (the "I.P. Assignment"), pursuant to which Assignor sold, transferred, conveyed, assigned and delivered to Assignee all right, title and interest in, to and under its Trademarks (except with respect to the country of Iceland), together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor, through its predecessor-in-interest Iceland Spring, has applied for and/or secured registrations with the U.S. Patent and Trademark Office for certain of the Trademarks, further described at Exhibit "A" attached hereto and made a part hereof (the "U.S. Trademarks"), and the therein described applications and/or registrations are now valid and existing; and,

WHEREAS, the parties desire to confirm the sale, transfer and assignment of the U.S. Trademarks pursuant to the I.P. Assignment, and to record said sale, transfer and assignment of the U.S. Trademarks with the U.S. Patent and Trademark Office.

NOW, THEREFORE, the receipt and sufficiency of good and valuable consideration having been acknowledged, the parties agree as follows:

1. Assignor (on behalf of its predecessor in interest Iceland Spring) hereby confirms and ratifies the sale, assignment and transfer by Iceland Spring to Assignor pursuant to the Contract of Sale of all right, title and interest in and to the Trademarks, including the U.S. Trademarks, together with the goodwill of the business symbolized by the Trademarks and their corresponding registrations and applications to register same; and,
2. Assignor hereby confirms and ratifies the sale, assignment and transfer by Assignor to Assignee pursuant to the I.P. Assignment of all right, title and interest in and to the Trademarks (except with respect to the country of Iceland), including the U.S. Trademarks, together with the goodwill of the business symbolized by the Trademarks and their corresponding registrations

200

and applications to register same.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this AGREEMENT effective as of December 20, 2002.

CATCO HF.

For itself and on behalf of its predecessor in interest, Iceland Spring, Inc.

ICELAND SPRING HOLDINGS LIMITED

By: [Signature]
Name: DONCCOU, JON DIORIK
Title: Chairman of the board

By: [Signature]
Name: KATINDA LE NESCOUPE
Title: DIRECTOR.

EXHIBIT "A"**U.S. Trademark Registrations**

<u>Trademark</u>	<u>Regn. No.</u>	<u>Regn. Date</u>
ICELAND SPRING NATURAL ICELANDIC SPRING WATER	2,633,631 (Supp.)	10/8/02
BEYOND EXPECTATION	2,597,701	7/23/02
THORSRING (mountains logo)	2,305,115	1/4/00

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ICELAND SPRING (mountains logo)	75/704,354	5/13/99
ICELAND SPRING	76/292,801	7/31/01