

03-27-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.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): Vermont Pure Holdings, Ltd. 3-24-03

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

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

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: March 5, 2003

2. Name and address of receiving party(ies) Name: Webster Bank, as Agent

Internal Address:

Street Address: 145 Bank Street

City: Waterbury State: CT Zip: 06702

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

Other Federally chartered savings bank

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)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Earl F. McMahon

Internal Address: Reid and Riege, P.C.

Street Address: 1 State Street

18th floor

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41): \$ 515.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Timothy G. Fallon Name of Person Signing

Signature

March 5, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

03/26/2003 6TON11 00000079 2423046

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

01 FC:8521 40.00 DP 02 FC:8522 475.00 DP

TRADEMARK REEL: 002700 FRAME: 0147

EXHIBIT A

| Mark | Jurisdiction | Status | Reg./Serial No. |
|--|---------------------|---------------|------------------------|
| Crystal Rock | Federal | Registered | 2423046 |
| Crystal Rock | Federal | Registered | 2450626 |
| Crystal Rock Water Company (and Design) | Federal | Registered | 2205900 |
| Crystal Rock What Everybody Needs (and Design) | Federal | Allowed | 76/055575 |
| Hidden Spring (Stylized) | Federal | Registered | 2011808 |
| Iceberg Springs | Federal | Pending | 76-338546 |
| Iceberg Springs Water | Federal | Registered | 1692202 |
| Miscellaneous Design | Federal | Registered | 1879965 |
| Stone Ridge | Federal | Registered | 1696382 |
| Vermont Natural | Federal | Allowed | 75/480501 |
| Vermont Natural | Federal | Allowed | 75/890702 |
| Vermont Naturals | Federal | Allowed | 75/580638 |
| Vermont Naturals | Federal | Allowed | 75/890700 |
| Vermont Pure (Stylized) | Federal | Registered | 2053931 |
| Vermont Pure Enhanced | Federal | Allowed | 78/103231 |
| Vermont Pure Essence | Federal | Pending | 78/103225 |
| Vermont Pure Natural Spring Water (and Design) | Federal | Registered | 2292164 |
| Vermont Pure Natural Spring Water American Premium Hidden Springs, Vt. | Federal | Registered | 1082236 |
| Vermont Pure Natural Spring Water Sport Source (and Design) | Federal | Registered | 2290916 |
| Vermont's Hidden Spring | Federal | Registered | 1604885 |

ASSIGNMENT FOR SECURITY (TRADEMARKS)

THIS ASSIGNMENT FOR SECURITY (TRADEMARKS) ("Assignment") made as of the 5th day of March, 2003 between **VERMONT PURE HOLDINGS, LTD.**, a Delaware corporation with an office at Catamount Industrial Park, Route 66, Randolph, Vermont 05060 ("**Assignor**") and **WEBSTER BANK**, a federally chartered savings bank with an office at 145 Bank Street, Waterbury, Connecticut 06702, as agent for the lenders under that certain Loan and Security Agreement dated as of the 5th day of March, 2003, as the same may be amended from time to time (as so amended from time to time the "**Loan and Security Agreement**"), by and among **Assignor, CRYSTAL ROCK SPRING WATER COMPANY**, a Connecticut corporation, and **VERMONT PURE SPRINGS, INC.**, a Delaware corporation, each of the lenders which is a signatory thereto and the Webster Bank, as agent (in such capacity, together with its successors and assigns in such capacity, the "**Agent**" and hereinafter called "**Assignee**").

WHEREAS, Assignor and Assignee have entered into a certain Trademark Collateral Assignment and Security Agreement ("**Agreement**") of even date herewith; and

WHEREAS, the Assignor is the record owner of the trademarks and trademarks pending subject to trademark applications listed on **Exhibit A** annexed hereto (collectively, the "**Trademarks**"), which Trademarks are registered or pending, as the case may be, in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Agreement, the Assignor has granted the Assignee a continuing security interest in the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the Trademarks and all proceeds thereof are hereinafter referred to as the "**Collateral**") on the terms and conditions set forth in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Agreement), Assignor hereby unconditionally grants to Assignee, a continuing security interest in and lien on the Collateral, which security interest and lien shall be first in priority, and pledges, mortgages and hypothecates (but does not transfer title to) the Collateral to the Assignee.

In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Collateral provided in the preceding paragraph, to secure the complete and timely payment, performance and satisfaction of all of the Obligations, Assignor hereby grants, assigns, transfers, conveys and sets over to Assignee, **BY WAY OF COLLATERAL SECURITY**, Assignor's entire right, title and interest in and to the Collateral, but such grant, assignment, transfer and conveyance shall only be effective upon the occurrence and during the continuance of an Event of Default (as defined in the Agreement).

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