


06-04-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
102463901			
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. 6-2-03 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>WEBSTER BANK</u> Internal Address: _____ Address: _____ Street Address: <u>145 BANK STREET</u> City: <u>WATERBURY</u> State: <u>CT</u> Zip: <u>06702</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>FEDERALLY CHARTERED SAVINGS BANK</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Correction of prev. cover</u> Execution Date: <u>11/1/2001</u> <u>should say doc. is</u> <u>security interest</u>		4. Application number(s) or registration number(s) <u>grant reel/frame 002441/0340</u> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ <u>1692202; 1879965</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Donna Weinstein</u> Internal Address: <u>Foley Hoag LLP</u> _____ Street Address: <u>155 Seaport Boulevard</u> _____ City: <u>Boston</u> State: <u>MA</u> Zip: <u>02210</u>		6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (37 CFR 3.41) <u>\$ 65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>061446</u>	
DO NOT USE THIS SPACE			
9. Signature. <u>Bruce MacDonald</u> Name of Person Signing		 Signature <u>5/12/03</u> Date	
Total number of pages including cover sheet, attachments, and document: <u>10</u>			

OFFICE OF PUBL. RECORDS

FINANCE SECTION

2003 JUN -2 PM 3:13

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

06/03/2003 LMUELLER 00000041 061446 1692202

01 FC:6521 40.00 CH
02 FC:6522 25.00 CH

** TOTAL PAGE.03 **

TRADEMARK
REEL: 002745 FRAME: 0481

02-13-2002



101980527

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 1-25-02 VERMONT PURE HOLDINGS, LTD.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: as of November 1, 2001

2. Name and address of receiving party(ies)

Name: WEBSTER BANK Internal Address: Street Address: 145 BANK STREET City: WATERBURY State: CT Zip: 06702

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

B. Trademark Registration No.(s)

1692202, 1879965

Additional number(s) attached Yes No

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

Name: Earl F. McMahon, Esq.

Internal Address: Reid and Riege, P.C.

Street Address: One State Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Peter K. Baker, President Name of Person Signing

[Signature] Signature

October 22, 2001 Date

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

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

02/12/2002 AMMED1 00000186 1692202

01 FC:481 40.00 02 FC:482 25.00

TRADEMARK REEL: 002745 FRAME: 0482

**AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement") made as of the 1st day of November, 2001, by and between **WEBSTER BANK**, a federally chartered savings bank with an office at 145 Bank Street, Waterbury, Connecticut 06702 (the "**Secured Party**") and **VERMONT PURE HOLDINGS, LTD.**, a Delaware corporation with an office at Catamount Industrial Park, Route 66, Randolph, Vermont 05060 ("**Holdings**"), **CRYSTAL ROCK SPRING WATER COMPANY**, a Connecticut corporation with an office at 1050 Buckingham Street, Watertown, Connecticut 06795 ("**Crystal Rock**"), **PLATINUM ACQUISITION CORP.**, a Delaware corporation with an office at Catamount Industrial Park, Route 66, Randolph, Vermont 05060 ("**Platinum**") and **VERMONT PURE SPRINGS, INC.**, a Delaware corporation with an office at Catamount Industrial Park, Route 66, Randolph, Vermont 05060 ("**VPS**", and collectively with Holdings, Crystal Rock and Platinum, the "**Obligors**").

BACKGROUND

The Secured Party and Obligors executed and delivered a Loan and Security Agreement dated as of October 5, 2000 (the "**Loan Agreement**") relating to financings extended by Secured Party to Obligors.

The Secured Party and Obligors also executed and delivered a Trademark Collateral Assignment and Security Agreement dated as of October 5, 2000 (the "**Trademark Agreement**") in connection with those financings.

Subject to certain terms and conditions, the Secured Party has agreed to lend the additional sum of \$4,200,000 to the Obligors (the "**Additional Loan**") and to modify certain terms of the \$5,000,000 revolving line of credit note granted by Obligors to Secured Party dated as of October 5, 2000 (the "**Modification**").

The Loan Agreement has been amended and restated by an Amended and Restated Loan and Security Agreement dated the date of this Agreement (the "**Amended Loan Agreement**") to include the Additional Loan and the Modification.

Capitalized terms used in this Agreement without definition have the meanings ascribed to them in the Trademark Agreement.

Obligors' entry into and delivery of this Agreement, including the grant of a security interest in newly acquired Trademark Collateral, is a condition precedent to the obligations of Secured Party to consummate the Additional Loan and the Modification.

THEREFORE, in consideration of the premises and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of Secured Party under the Amended Loan Agreement and other Transaction Documents, Obligors hereby agree for the benefit of Secured Party as follows:

1. All references in the Trademark Agreement to the Loan Agreement shall refer to the Amended Loan Agreement, as the same may be hereafter amended, modified or supplemented, and all references in the Trademark Agreement to any other Transaction Document shall refer to such documents as amended or amended and restated as of the date of this document, as the same may be hereafter amended, modified or supplemented, and shall include the Obligors' \$4,200,000 Term Note dated as of the date of this document payable to the order of the Secured Party.

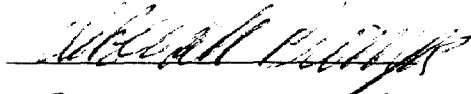
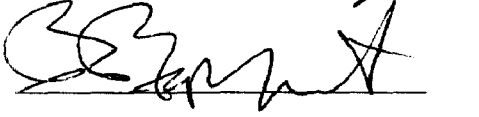
2. The term "Trademarks" in the Trademark Agreement shall include the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of Obligors listed on the attached **SCHEDULE 3.1.a.**, which shall be incorporated into and become a part of Schedule 3.1 of the Trademark Agreement.

3. As additional collateral security for the complete and timely payment, performance and satisfaction of all Obligations, including the Additional Loan, Obligors hereby unconditionally grant to Secured Party, a continuing security interest in and lien on the Trademark Collateral, including those which are set forth on the attached **SCHEDULE 3.1.a.**, which security interest and lien shall be first in priority, and pledge, mortgage and hypothecate (but does not transfer title to) the Trademark Collateral to the Secured Party.

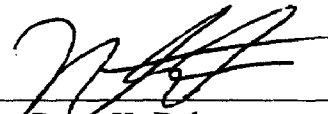
4. By signing this Agreement the Obligors hereby represent and warrant to the Secured Party that no default exists under the Trademark Agreement, as amended by this Agreement, or any of the Transaction Documents. The Obligors further hereby represent and warrant to the Secured Party that all of the terms, conditions, obligations, agreements, warranties and representations contained in the Trademark Agreement, as amended by this Agreement, and the Transaction Documents remain true and accurate and are hereby ratified and confirmed in all respects. Nothing in this Agreement shall operate to release the Obligors from its liability to pay any and all sums it owes to the Secured Party or to perform all of the terms, conditions, obligations and agreements contained in the Trademark Agreement and Transaction Documents as amended by this Agreement.

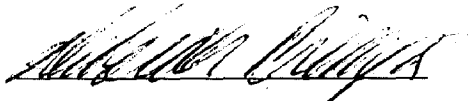
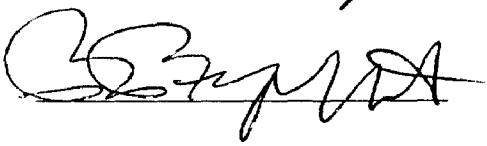
in Witness Whereof, the parties have caused this Agreement to be duly executed and delivered by the proper and duly authorized officers as of the date and year first above written.

WITNESS:





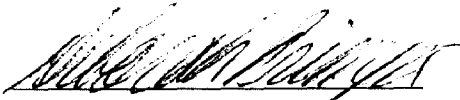
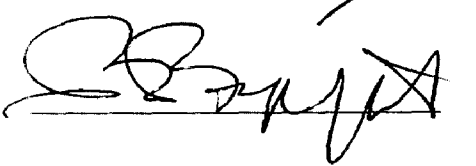
VERMONT PURE HOLDINGS, LTD.

By: 
Name: Peter K. Baker
Title: President





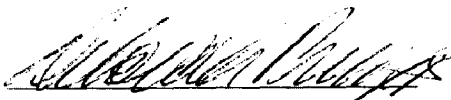

CRYSTAL ROCK SPRING WATER COMPANY

By: 
Name: Peter K. Baker
Title: President





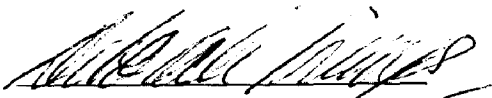

PLATINUM ACQUISITION CORP.

By: 
Name: Peter K. Baker
Title: President

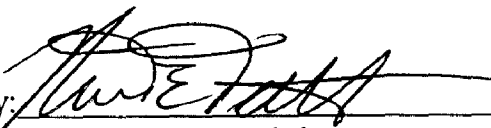



VERMONT PURE SPRINGS, INC.

By: 
Name: Peter K. Baker
Title: President

WEBSTER BANK

By: 
Name: Robert E. Teittinen
Title: Vice President

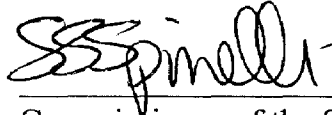
STATE OF CONNECTICUT)

) ss: Hartford

Dated: October 22, 2001

COUNTY OF HARTFORD)

Personally appeared Peter K. Baker, the President of Vermont Pure Holdings, Ltd., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such authorized officer, and the free act and deed of said corporation, before me.



Commissioner of the Superior Court

SHARON S. SPINELLI

NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 2006

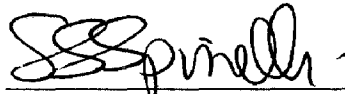
STATE OF CONNECTICUT)

) ss: Hartford

Dated: October 22, 2001

COUNTY OF HARTFORD)

Personally appeared Peter K. Baker, the President of Crystal Rock Spring Water Company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such authorized officer, and the free act and deed of said corporation, before me.



Commissioner of the Superior Court

Notary Public

My Commission Expires:

SHARON S. SPINELLI

NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 2006

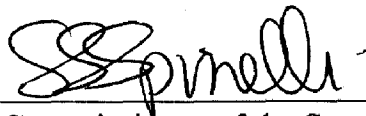
STATE OF CONNECTICUT)

) ss: Hartford

Dated: October 22, 2001

COUNTY OF HARTFORD)

Personally appeared Peter K. Baker, the President of Platinum Acquisition Corp., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such authorized officer, and the free act and deed of said corporation, before me.



Commissioner of the Superior Court

Notary Public

My Commission Expires: _____

SHARON S. SPINELLI

NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 2006

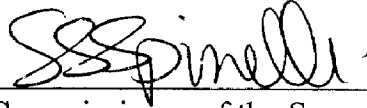
STATE OF CONNECTICUT)

) ss: Hartford

Dated: October 22, 2001

COUNTY OF HARTFORD)

Personally appeared Peter K. Baker, the President of Vermont Pure Springs, Inc., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such authorized officer, and the free act and deed of said corporation, before me.



Commissioner of the Superior Court
Notary Public

My Commission Expires:
SHARON S. SPINELLI
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2006

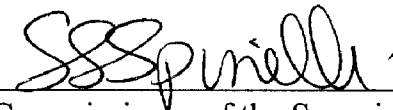
STATE OF CONNECTICUT)

) ss: Hartford

Dated: 10/22, 2001

COUNTY OF HARTFORD)

Personally appeared Robert E. Teittinen, the Vice President of Webster Bank, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such authorized officer, and the free act and deed of said federally chartered savings bank, before me.



Commissioner of the Superior Court
Notary Public

My Commission Expires:
SHARON S. SPINELLI
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2006

SCHEDULE 3.1a TO AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADEMARKS, TRADEMARK REGISTRATIONS,
SERVICE MARKS

Iceberg Springs Water trademark

Application Serial #74-058289

Federal Registration # 1692202

Sections 8 and 15 Affidavit
Registered June 9, 1992

December 23, 1997

Miscellaneous Design trademark

Application Serial #74-513155

Federal Registration # 1879965

Sections 8 and 15 Affidavit
Registered February 21, 1995

June 8, 2000