

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sparkletts Waters of North America, LP		11/07/2003	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78141841	CAFE DELICE
Registration Number:	2052334	EPHRATA DIAMOND SPRING WATER
Registration Number:	2128778	FOUR STAR RESTAURANT BLEND
Registration Number:	2026753	GOURMET TIME
Registration Number:	1076638	SPARKLETTS
Registration Number:	0625100	SPARKLETTS
Registration Number:	2225430	SPARKLETTS
Registration Number:	2301772	SPARKLETTS
Serial Number:	78118056	
Registration Number:	1718540	
Registration Number:	1741749	
Registration Number:	1754125	CULLYSPRING
Registration Number:	2117677	
Registration Number:	1714809	

OP \$565.00 78141841

Registration Number:	2121196	OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2119327	OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2121197	OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2013063	PURE WATER CORPORATION OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2011370	PURE WATER CORPORATION OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2039303	PURE WATER CORPORATION OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2172286	THE PURE WATER SOLUTION
Registration Number:	2216747	SUGARLOAF SPRING RAIN SPRING WATER NATURAL BOTTLED AT THE SOURCE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: LBLevy@stblaw.com
Correspondent Name: Alison Winick, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0970
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 7, 2003 is made by SPARKLETTS WATERS OF NORTH AMERICA, LP, a Delaware limited partnership (the "Obligor"), in favor of JPMORGAN CHASE BANK, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), that are parties to the Credit Agreement, dated as of November 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DS WATERS ENTERPRISES, LP, a Delaware partnership (the "Borrower"), DS WATERS, LP, a Delaware limited partnership and limited partner of Borrower ("Holdings"), the Lenders, the Agent, and CITIGROUP GLOBAL MARKETS INC., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 7, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in the Trademarks (owned by the Obligor, including, without limitation, those items listed on Schedule A hereto,

but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), together with all rights to seek damages and injunctive relief for any infringement or impairment thereof, including the right to receive proceeds and damages therefrom, as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

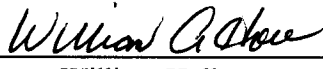
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

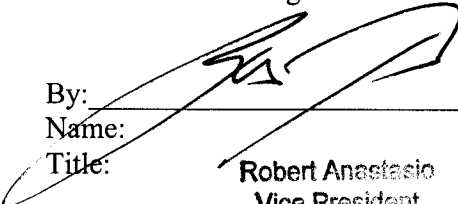
SPARKLETTS WATERS OF NORTH AMERICA,
LP

By: Sparkletts Waters of North America General
Partner, LLC, as its general partner

By: DS Waters Enterprises, LP, as its sole
member

By: 
Name: William Holl
Title: Chief Executive Officer

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: 
Name:
Title: Robert Anastasio
Vice President

STATE OF Georgia)
COUNTY OF Fulton)^{ss}

On the 10th day of November, 2003, before me personally came William A. Hill, who is personally known to me to be the Chief Executive Officer of SPARKLETTS WATERS OF NORTH AMERICA, LP, a Delaware limited partnership; who, being duly sworn, did depose and say that she/he is the Chief Executive Officer in such limited partnership, the limited partnership described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the general partner of such limited partnership; and that she/he acknowledged said instrument to be the free act and deed of said limited partnership.


Notary Public

Notary Public, Carroll County, Georgia
My Commission Expires June 2, 2007

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss
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On the 14 day of November, 2003, before me personally came Robert Anastasio, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, a New York corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Edeline C. Adderley
Notary Public
EDELIN C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940
Qualified in Bronx County
Commission Expires September 03, 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

Mark	Country	Reg. No./Serial No.	Record Owner	Status	Comment
Café Delice	U.S.	78/141,841	SWNA	Pending	
Ephrata Diamond Spring Water & Design	U.S.	2,052,334	SWNA	Registered	To be abandoned
Four Star Restaurant Blend	U.S.	2,128,778	SWNA	Registered	To be abandoned
Gourmet Time	U.S.	2,026,753	SWNA	Registered	To be abandoned
Sparkletts	U.S.	1,076,638	SWNA	Registered	
Sparkletts	U.S.	625,100	SWNA	Registered	
Sparkletts	U.S.	2,225,430	SWNA	Registered	
Sparkletts	U.S.	2,301,772	SWNA	Registered	
Miscellaneous Design	U.S.	78/118,056	SWNA	Pending	
Total Body, Total Mind	U.S.	78/022,327	SWNA	Abandoned	
Water Yourself	U.S.	75/761,059	SWNA	Abandoned	
Miscellaneous Design	U.S.	1,718,540	SWNA	Registered	
Miscellaneous Design	U.S.	1,741,749	SWNA	Registered	
Cullyspring	U.S.	1,754,125	Cullyspring Water Co., Inc.	Registered	
Design	U.S.	2,117,677	Pure Water Corporation	Registered	
Design	U.S.	1,714,809	Pure Water Corporation	Registered	
Our seal is your assurance of quality since 1970	U.S.	2,121,196	Pure Water Corporation	Registered	
Our seal is your assurance of quality since 1970 (and design)	U.S.	2,119,327	Pure Water Corporation	Registered	
Our seal is your assurance of quality since 1970 (and design)	U.S.	2,121,197	Pure Water Corporation	Registered	

Mark	Country	Reg. No./Serial No.	Record Owner	Status	Comment
Pure Water Corporation our seal is your assurance of quality since 1970 (and design)	U.S.	2,013,063	Pure Water Corporation	Registered	
Pure Water Corporation our seal is your assurance of quality since 1970 (and design)	U.S.	2,011,370	Pure Water Corporation	Registered	
Pure Water Corporation our seal is your assurance of quality since 1970 (and design)	U.S.	2,039,303	Pure Water Corporation	Registered	
The pure water solution	U.S.	2,172,286	Pure Water Corporation	Registered	
Sugarloaf spring rain spring water natural bottled at the source	U.S.	2,216,747	Spring Water Inc.	Registered	