

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution and Assumption Agreement wherein WME, Inc. transfers all assets, rights and liabilities to Watermill Express, LLC

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WME, Inc.	Watermill Express, Inc.	08/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Watermill Express, LLC
Street Address:	177 West Jessup
City:	Brighton
State/Country:	COLORADO
Postal Code:	80601
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1651912	WATERMILL EXPRESS
Registration Number:	2396047	WATERMILL EXPRESS WE CARE ABOUT THE WATER YOU DRINK
Registration Number:	2529401	MOLINITO

CORRESPONDENCE DATA

Fax Number: (303)291-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-291-2300
 Email: dentrademark@perkinscoie.com
 Correspondent Name: Garrett M. Tuttle
 Address Line 1: 1899 Wynkoop Street
 Address Line 2: Suite 700
 Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Karin Tupper
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Total Attachments: 9
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CONTRIBUTION AND ASSUMPTION AGREEMENT

Watermill Express, LLC

THIS CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement") is executed and delivered, as of the date set forth on the signature page hereof, by and between Watermill Express, LLC, a Delaware limited liability company (the "Company"), and the undersigned subscriber ("Subscriber").

1. Contribution. Subject to the terms and conditions set forth in this Agreement, Subscriber hereby sells, conveys, transfers, assigns and delivers to the Company all of Subscriber's rights, title and interest in and to the assets described on Exhibit A hereto (the "Assets"), and the Subscriber hereby assigns and delegates to the Company and the Company hereby assumes such claims, liabilities and obligations related to such Assets as are specifically described on Exhibit A hereto (the "Liabilities"), such Assets and Liabilities having a net value of \$15,992,640, in exchange for 1,000,000 Class A Units of the Company (the "Units"), the contribution amount for each Unit being \$15.99264 (the "Unit Contribution Amount").

2. Acceptance. The Company, in consideration of and in reliance on the representations, warranties, covenants, and agreements of Subscriber and the receipt of the contribution referenced above, hereby accepts the contribution of Subscriber, subject to the terms and conditions of this Agreement, and agrees to reflect the contribution set forth above in the books and records of the Company.

3. Subscriber's Representations, Warranties, Covenants and Agreements. Subscriber hereby represents and warrants to, and covenants and agrees with, the Company as follows:

(1) Subscriber has good and marketable title to the Assets, free and clear of all liens, claims, charges, pledges, security interests, conditions, options, rights of first refusal or restrictions of any kind or other legal or equitable encumbrances, except for certain Liabilities specifically described on Exhibit A hereto, as applicable.

(2) Subscriber has been given adequate access to all information about the Company and its investment in the Company that was material to its decision to invest therein. Subscriber has reviewed the Operating Agreement for the Company (the "Operating Agreement"), and agrees to be bound by all of the terms and conditions thereof. Subscriber acknowledges that it is fully informed and knowledgeable about the Company, its business (the "Business"), management and personnel; that it has had discussions with the Company concerning the Business and has obtained information from the Company; and that the Company has answered all questions that Subscriber had concerning the Business. Subscriber has been furnished materials relating to the Company, the Business and the financial condition of the Company and the offering of the Units in the Company which it has requested and has been afforded the opportunity to ask questions and receive answers concerning an investment in the Company.

(3) Subscriber acknowledges that investment in the Company involves a substantial degree of risk and is suitable only for persons with adequate means who have no need for liquidity in their investments.

(4) Subscriber acknowledges that no market for the Units exists nor is anticipated to develop and that, therefore, investment in the Company will not be liquid.

(5) Subscriber has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and the suitability of the investment for Subscriber.

(6) Subscriber is making this contribution for investment purposes only and has no present intention to sell or exchange the Units; Subscriber has adequate means for providing for its current needs in any foreseeable contingency; and it has no need to sell the Units in the foreseeable future.

(7) Subscriber, if a corporation, partnership, trust or other entity, is duly organized and validly existing, is authorized and otherwise duly qualified to enter into and perform its obligations under this Agreement and to purchase and hold the Units, and such entity has its principal place of business at the address set forth in Section 17 hereof.

(8) Subscriber, if an individual, is at least 21 years of age, has the legal capacity to execute, deliver and perform this Agreement, and has his or her residence at the address set forth in Section 17 hereof.

(9) This Agreement has been duly executed and delivered by Subscriber and constitutes the legal, valid and binding obligation of Subscriber enforceable in accordance with its terms.

(10) Subscriber is an "accredited investor" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended.

(11) All information which Subscriber has provided to the Company concerning Subscriber, including, in the case of an individual, his or her financial position and knowledge of financial and business matters, or, in the case of a corporation, partnership, trust or other entity, the knowledge of financial and business matters of the person making the investment decision on behalf of such entity, and including all information contained herein, is true and complete as of the date set forth at the end hereof, and if there should be any adverse change in such information prior to this subscription being accepted, Subscriber will immediately provide the Company with accurate and complete information concerning any such change.

(12) No federal or state agency has made any finding or determination as to the fairness of this investment, nor any recommendation or endorsement, of the investment in the Units.

(13) The Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or the blue sky laws of any state.

(14) Subscriber understands that the Company has relied upon an exemption from registration provided in the Act and upon all of the foregoing representations and warranties of Subscriber.

(15) Subscriber certifies, under penalties of perjury, (i) that the social security or federal taxpayer identification number shown on the signature page of this Agreement is true and complete and (ii) that Subscriber is not subject to backup withholding either because Subscriber has not been notified that he or she is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified Subscriber that he or she is no longer subject to backup withholding.

4. Restrictions on Transfer. Subscriber understands and acknowledges that the certificates representing the Units shall bear the following legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER.

THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE PLEDGED, ENCUMBERED, SOLD, EXCHANGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE COMPANY'S LIMITED LIABILITY COMPANY OPERATING AGREEMENT DATED AUGUST 1, 2003, WHICH MAY BE OBTAINED UPON REQUEST FROM THE COMPANY.

5. 90-Day Put Right. Subscriber has 90 days from the date of this Agreement or until December 31, 2003, whichever is earlier (the "Put Period"), to require the Company to repurchase all or a portion of the Units (the "Put Right"). The Put Right shall be exercised by the delivery of written notice to the Company prior to the expiration of the Put Period, and the Company shall have up to 30 days to repurchase the Units. The repurchase price to be paid by the Company for the Units shall be the Unit Contribution Amount multiplied by the number of Units being repurchased by the Company minus the amount of any distributions or advances made to Subscriber with respect to the repurchased Units prior to the date of the repurchase, paid in cash or in the form of a thirty-six month promissory note bearing fixed interest at the prime rate as published in the Wall Street Journal on the date of the Note, with interest and one-thirty-sixth of the original principal amount payable monthly. Upon the repurchase of the Units by the Company, this Agreement and Subscriber's rights and obligations under the Operating Agreement with respect to the repurchased Units shall terminate.

6. Confidential Information. Subscriber acknowledges that the information, observations and data obtained by it during the course of its ownership of any interest in the Company concerning the business and affairs of the Company are the property of the Company,

including information concerning acquisition opportunities in or reasonably related to the Business of which Subscriber becomes aware during such period. Therefore, Subscriber agrees that it will not disclose to any unauthorized person or use for its own account any of such information, observations or data without the written consent of the Manager of the Company unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Subscriber's acts or omissions. Subscriber agrees to deliver to the Company on the date of disposition of the Units held by it, or at any other time the Company may request in writing, all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the Business (including, without limitation, all acquisition prospects, lists and contact information) which it may then possess or have under its control.

7. Indemnification. Subscriber agrees to indemnify and hold harmless the Company, its Manager(s), employees, Members and affiliates, and any person acting on behalf of the Company, from and against any and all damage, loss, liability, cost and expense (including attorneys' fees) which any of them may incur by reason of the failure by Subscriber to fulfill any of the terms or conditions of this Agreement, or by reason of any breach of the representations and warranties made by Subscriber herein, or in any other document provided by Subscriber to the Company. All representations, warranties and covenants contained in this Agreement, and the indemnification contained in this paragraph 7, shall survive the acceptance of this subscription.

8. Successors. The provisions of this Agreement shall bind and inure to the benefit of the Company and Subscriber and their respective successors, heirs, personal representatives and assigns.

9. Headings. The headings throughout this Agreement are for convenience of reference only, and shall in no way be deemed to define, limit, or add to the meaning of any of the provisions of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, both of which when taken together shall be deemed one original.

11. No Waiver. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by Subscriber, Subscriber does not thereby or in any other manner waive any of the rights granted to him or her under federal or state securities laws.

12. Entire Agreement; Modification. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and neither this Agreement nor any of the provisions hereof shall be waived, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

13. Notice. Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given when sent by registered or certified mail,

postage prepaid, addressed to the following addresses or to such other address furnished by notice given in accordance with this paragraph:

If to Subscriber: As set forth in Section 17 of this Agreement.

If to the Company: Watermill Express, LLC
177 West Jessup
Brighton, CO 80601
Attn: Chief Executive Officer

14. Binding Effect. Except as otherwise provided herein, this Agreement shall be irrevocable and binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. If Subscriber is more than one person, the obligations of Subscriber shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and its respective heirs, executors, administrators, successors, legal representatives and assigns.

15. Assignability. Subscriber agrees not to transfer or assign this Agreement, or any of Subscriber's interest herein without the written consent of the Company, which consent may be withheld in its sole discretion, and any such transfer or assignment in violation of this Agreement shall be null and void ab initio. Further, Subscriber agrees that the transfer or assignment of the Units shall be made only in accordance with the Operating Agreement of the Company and applicable laws.

16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

17. Form of Ownership and Subscription Information. Please indicate form of ownership desired.

- Individual
- Joint tenants with right of survivorship
- Tenants in common
- Community property
- Corporation
- Partnership
- Trust
- Other (specify) _____

Name and Address of Subscriber:

WME, Inc.

177 W. Jessup

(Street and Address)

Brighton, Colorado 80601

(City, State and Zip Code)

Name in Which Units Are To Be Registered and Address of Registered Holder (If Different From Name and Address of Subscriber)

Name and Address of Registered Holder:

(Street Address)

(City, State and Zip Code)

IN WITNESS WHEREOF, Subscriber has executed, or caused its duly authorized representative to execute, this Contribution and Assumption Agreement on this 1st day of August, 2003.

Signature of Subscriber (if an individual)

Name of Subscriber (if an individual)

Social Security Number

WME, Inc.

Name of Subscriber (if not an individual)

By: *Randall W. Deas*
(signature of authorized representative)

Randall W. Deas, President & CEO
Name and Title of Authorized Representative

74-2532406
Taxpayer I.D. Number

This Contribution and Assumption Agreement is confirmed and accepted by the Company as of this 1st day of August, 2003.

Watermill Express, I.I.C

By: *Douglas C. Wertz*
Name *DOUGLAS C. WERTZ*

Title: *VP - FINANCE*

Exhibit A**Assets and Liabilities**

All assets, rights and liabilities as presented in the books and records of Watermill Express, Inc. as of the close of business on July 31, 2003, except the following:

- 1) Note Receivable dated May 16, 1997 in the amount of \$112,575.46 due from Donald P. Dolifka, and Accrued Interest Receivable thereon in the amount of \$9,987.25

- 2) Land, building, improvements and fixtures located at 177 W. Jessup, Brighton, Colorado; further described as follows:

Lot 1, Block 1, Dolifka Subdivision and Lot 1, Block 1, Sheriffius Addition, County of Adams, State of Colorado

- 3) Land and improvements located at 300 W. Santa Rosa, Edcouch, Texas; further described as follows:

Lots 5, 6 and 7, Block 19, Original Townsite of Edcouch, Hidalgo County, Texas

- 4) Land, building, fixtures and improvements (except watermill station) located at 511 N. Alamo Road, Alamo, Texas; further described as follows:

Lot 2, Cuellar-Hutchins Subdivision, an addition to the City of Alamo, Hidalgo County, Texas

- 5) Land and improvements (except watermill station) located at 2219 E. Griffin Parkway, Mission, Texas; further described as follows:

Lots 10, 11 and 12, Big Orange Subdivision, addition to the City of Mission, Hidalgo County, Texas

- 6) Land and improvements (except watermill station) located at 1705 W. Highway 83, Weslaco, Texas; further described as follows:

A 0.7275 acre tract of land, more or less, out of a 1.471 acre tract of Farm Tract 633, West Tract Subdivision, out of the Liano Grande Grant, Hidalgo County, Texas

- 7) Land and improvements located at 1310 Morgan Blvd., Harlingen, Texas; further described as follows:

Lot 3, Church's Subdivision, Cameron County, Texas

- 8) Accrued real property taxes on excluded properties listed under items (2) through (7) above
- 9) Accrued Employee Stock Compensation on stock options granted for shares in Watermill Express, Inc.