

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coca-Cola Bottling Company of Elizabethtown, Inc. a/k/a Elizabethtown Coca Cola Bottling Company		02/07/1999	CORPORATION: KENTUCKY

RECEIVING PARTY DATA	
Name:	Cardinal Companies of Elizabethtown, LLC
Street Address:	1201 N. Dixie Highway
City:	Elizabethtown
State/Country:	KENTUCKY
Postal Code:	42701
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1781653	MR. FIZZ

CORRESPONDENCE DATA	
Fax Number:	(502)561-9400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	502-589-5980
Email:	emartin@bsg-law.com
Correspondent Name:	Earl L. Martin III
Address Line 1:	400 W. Market St., Suite 2300
Address Line 4:	Louisville, KENTUCKY 40202-3354

NAME OF SUBMITTER:	Earl L. Martin III
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OP \$40.00 1781653

TRADEMARK ASSIGNMENT

This Agreement is by and between Coca-Cola Bottling Company of Elizabethtown, Inc., a/k/a Elizabethtown Coca Cola Bottling Company, ("Assignor") and Cardinal Companies of Elizabethtown, LLC ("Assignee").

WHEREAS, Assignor is the recorded owner of the mark "MR. FIZZ" originally registered in the United States Patent and Trademark Office July 13, 1993 and bearing registration number 1781653 (the "Trademark");

WHEREAS, Assignee was formed in a spinoff from the Assignor in February, 1999, through which transaction the Trademark was assigned to Assignee, but through inadvertence such assignment was not memorialized in writing;

WHEREAS, Assignor and Assignee wish to reflect on the records of the United States Patent and Trademark Office that Assignee has acquired the entire rights, title, and interest in the Trademark; and

WHEREAS, this Assignment of the Trademark is effective as of February 7, 1999;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest together with the goodwill of the business symbolized in and to the Trademark.
2. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter.
3. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties execute this Assignment this 2 day of March, 2004.

COCA-COLA BOTTLING COMPANY OF
ELIZABETHTOWN, INC. a/k/a
ELIZABETHTOWN COCA COLA BOTTLING
COMPANY

BY: [Signature]
TITLE: President

CARDINAL COMPANIES OF
ELIZABETHTOWN, LLC

BY: Larry Schmitt
TITLE: MEMBER, MANAGER

LARRY SCHMITT