

09-09-2003

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

102545071

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

1. Name of conveying party(ies): Iceland Spring, Inc. (a.k.a. Thorspring-Iceland, Inc.) Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

9.5.03

2. Name and address of receiving party(ies) Name: Iceland Spring Holdings Limited Internal Address: Lord Coutanche House Street Address: 66-68 Esplanade City: St. Helier State: Jersey JE4 5PS, C.I. Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State (Channel Islands) 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other (See Continuation Sheet) Execution Date: 12/20/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/704,354; 76/292,801 B. Trademark Registration No.(s) 2,633,631; 2,597,701; 2,305,115 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: H. David Starr, Esq. Internal Address: Slavik & Gill, P.C. Suite 425 West Street Address: 1025 Thomas Jefferson St., NW City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$ 140.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. H. David Starr Name of Person Signing Signature Date 9/3/03 Total number of pages including cover sheet, attachments, and document: 6

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

09/08/2003 ECDUPER 00000142 75704354

01 FC:0521 40.00 BP 02 FC:0522 100.00 BP

TRADEMARK REEL: 002818 FRAME: 0912

Continuation Sheet

1. Additional Conveying Party: Catco hf., an Icelandic corporation

3. Record to Correct First Assignor on Assignment Document Previously Recorded at
Reel 002679, Frame 0727

DESIGNATION OF DOMESTIC REPRESENTATIVE

SLAVIT & GILL, P.C., whose full postal address is 1025 Thomas Jefferson Street, N.W., Suite 425 West, Washington, D.C. 20007, United States of America, and Howard G. Slavit are hereby designated Iceland Spring Holdings Ltd.'s representatives upon whom notices or process in proceedings affecting the mark(s), assignments thereof recorded herewith, may be served.

15th January 2003
Date

+ 44 1534 824300

Katrina Le Vesconte
Signature

Katrina Le Vesconte
Director
Iceland Spring Holdings Ltd.

U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of December 20, 2002 by and between Catco hf., a corporation organized and existing under the laws of Iceland, with its principal place of business at Grjótháls 7-11, Reykjavík ("Assignor"), and Iceland Spring Holdings Limited, a company organized and existing under the laws of the Isle of Jersey, whose registered office is Lord Couranche House, 66-68 Esplanade, St Helier, Jersey, JE4 5PS ("Assignee");

WHEREAS, Assignor and Iceland Spring, Inc. (a.k.a. Thorspring-Iceland, Inc.) ("Iceland Spring") entered into a Contract of Sale dated as of January 12, 2002 (the "Contract of Sale"), pursuant to which Iceland Spring sold, transferred, conveyed, assigned and delivered to Assignor all right, title and interest in, to and under all of its trademarks owned worldwide (the "Trademarks"), together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment, effective December 20, 2002 (the "LP. Assignment"), pursuant to which Assignor sold, transferred, conveyed, assigned and delivered to Assignee all right, title and interest in, to and under its Trademarks (except with respect to the country of Iceland), together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor, through its predecessor-in-interest Iceland Spring, has applied for and/or secured registrations with the U.S. Patent and Trademark Office for certain of the Trademarks, further described at Exhibit "A" attached hereto and made a part hereof (the "U.S. Trademarks"), and the therein described applications and/or registrations are now valid and existing; and,

WHEREAS, the parties desire to confirm the sale, transfer and assignment of the U.S. Trademarks pursuant to the I.P. Assignment, and to record said sale, transfer and assignment of the U.S. Trademarks with the U.S. Patent and Trademark Office.

NOW, THEREFORE, the receipt and sufficiency of good and valuable consideration having been acknowledged, the parties agree as follows:

- 1. Assignor (on behalf of its predecessor in interest Iceland Spring) hereby confirms and ratifies the sale, assignment and transfer by Iceland Spring to Assignor pursuant to the Contract of Sale of all right, title and interest in and to the Trademarks, including the U.S. Trademarks, together with the goodwill of the business symbolized by the Trademarks and their corresponding registrations and applications to register same; and,**
- 2. Assignor hereby confirms and ratifies the sale, assignment and transfer by Assignor to Assignee pursuant to the I.P. Assignment of all right, title and interest in and to the Trademarks (except with respect to the country of Iceland), including the U.S. Trademarks, together with the goodwill of the business symbolized by the Trademarks and their corresponding registrations**

200

and applications to register same.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this AGREEMENT effective as of December 20, 2002.

CATCO HF.
For itself and on behalf of its predecessor
in interest, Iceland Spring, Inc.

ICELAND SPRING HOLDINGS LIMITED

By: J. Dooling
Name: DOOLING, JON BIRK
Title: Chairman of the board

By: U. Levesque
Name: MARION LE VESQUE
Title: DIRECTOR.

EXHIBIT "A"**U.S. Trademark Registrations**

<u>Trademark</u>	<u>Regn. No.</u>	<u>Regn. Date</u>
ICELAND SPRING NATURAL ICELANDIC SPRING WATER	2,633,631 (Supp.)	10/8/02
BEYOND EXPECTATION	2,597,701	7/23/02
THORSRING (mountains logo)	2,305,115	1/4/00

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ICELAND SPRING (mountains logo)	75/704,354	5/13/99
ICELAND SPRING	76/292,801	7/31/01