

11-25-2003

11/24/03



102609049

Original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies): **Webster Bank**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other **Federally Chartered Savings Bank**

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

2. Name and address of receiving party(ies):

Name: **Vermont Pure Holdings, Ltd.**
Internal Address: **Catamount Industrial Park**
Street Address: **Route 66**
City: **Randolph** State: **Vermont** ZIP: **05060**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Addendum to Trademark Assignment**

Execution Date: **October 30, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
~~75/480501~~
75/890702
75/890700

B. Trademark registration No.(s)

| | |
|-----------|-----------|
| 2,011,808 | 1,802,236 |
| 2,053,931 | 2,290,916 |
| 2,292,164 | 1,604,885 |

Additional numbers attached? Yes No

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

Name: **Susan Barbieri Montgomery, Esq.**
Internal Address: _____

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41): **\$240.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **06-1446**

Street Address: **Foley Hoag LLP**
155 Seaport Boulevard
City: **Boston** State: **MA** ZIP: **02210-2600**

DO NOT USE THIS SPACE

OFFICE OF PATENT RECORDS
2003 NOV 21 PM 12:59
FINANCE SECTION

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.

Susan B. Montgomery
Name of Person Signing

[Signature]
Signature

11/18/2003
Date

11/25/2003 LNUELLER 00000046 061446 75480501

01 FC:8521 40.00 DA
02 FC:8522 200.00 DA

Total number of pages comprising cover sheet:3.....

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on the date indicated below

Printed Name: **John Banato**
Signature: *[Signature]*
Title of Signatory: **USPTO**

TRADEMARK

REEL: 002869 FRAME: 0191

Addendum to Trademark Assignment

This Addendum of Trademark Assignment ("Addendum") is made as of March 5, 2003, by and between Webster Bank, a federally chartered savings bank with an office at 145 Bank Street, Waterbury, Connecticut 06702 ("Assignor"), and Vermont Pure Holdings, Ltd., a Delaware corporation, having a place of business at Catamount Industrial Park, Route 66, Randolph, Vermont 05060, successor by merger to Platinum Acquisition Corp. ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Trademark Assignment dated March 5, 2003 ("Assignment Agreement"), and the Assignment Agreement has been recorded by the Trademark Assignment Division of the U.S. Patent and Trademark Office, Reel/Frame 002686/0472, against the Trademarks listed in the schedule hereto; and

WHEREAS, Assignor and Assignee wish to clarify the Assignment Agreement as more specifically described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree to as follows:

Assignor and Assignee agree that, during the period commencing with assignment of the Trademarks from Assignee to Assignor as additional security for certain obligations under the Collateral Assignments of Trademarks dated October 5, 2000 and as of November 1, 2001 ("Collateral Assignment"), and ending with assignment of the Trademarks from Assignor to Assignee as of March 5, 2003 under the Assignment Agreement, Assignee continued to use the Trademarks in its business as if it had not made the Collateral Assignment, namely: the Assignee maintained the same or a higher standard of quality of the goods and services distributed or sold by Assignee in connection with the Trademarks during such period as was maintained prior to such period, Assignor had the right to inspect and control the quality of such goods and services so as to assure that such standards were met by Assignee during such period, and all such use of the Trademarks by Assignee during such period inured to the benefit of Assignor as the then-owner of the Trademarks.

Capitalized terms used herein shall have the meaning given in the Assignment Agreement. The Assignment Agreement shall be and remain effective as of March 5, 2003.

IN WITNESS WHEREOF, each of the parties hereto have caused this document to be signed on the date appearing below by a duly authorized representative.

WEBSTER BANK
by Carol Carver
its Vice President
date 10-15-03

VERMONT PURE HOLDINGS, LTD.
by [Signature]
its CEO
date 10-30-03

Schedule: "Trademarks"

EXHIBIT A

| | |
|---|----------------------------------|
| Fusion | Application #75417104 |
| Hidden Spring (stylized) | Registration #2011808 |
| Vermont Natural | Application #75480501 |
| Vermont Natural | Application #75890702 |
| Vermont Natural | Application #75890700 |
| Vermont Naturals | Application #75580638 |
| Vermont Pure (stylized) | Registration #2053931 |
| Vermont Pure Natural Spring Water (and design) - | Registration #2292164 |
| Vermont Pure Natural Spring Water American Premium Hidden Springs | Registration #1802236 |
| Vermont Pure Natural Spring Water Sport Source (and design) | Registration #2290916 |
| Vermont's Hidden Spring | Registration #1604885 |

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