RECORDATION FORM C
U.S. Department of C
Patent and Trademark
TRADEMARKS O

11-26-2003

102609704

To the Honorable Commissioner of Patents and Trademarks: Please rec ... **py thereof.**

1. Name of conveying party(ies): 11-24-03
Vermont Pure Holdings, Ltd.

□ Individual(s) □ Association
□ General Partnership □ Limited Partnership
[x] Corporation **Delaware**
□ Other

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

2. Na

Name: **Webster Bank**

Internal Address: _____

Street Address: **145 Bank Street**
City: **Waterbury** State: **Connecticut** ZIP: **06702**

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

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
[x] Other **Addendum to Trademark** Security Agreement

Execution Date: **October 29, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

76/055575 **75/890702**
75/480501 **75/890700**

B. Trademark registration No.(s)

2,423,046 **2,205,900** **1,879,965**
2,450,626 **2,011,808** **1,696,382**

Additional numbers attached? [X] Yes □ No

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

Name: **Susan Barbieri Montgomery, Esq.**

Internal Address: _____

Street Address: **Foley Hoag LLP**

155 Seaport Boulevard

City: **Boston** State: **MA** ZIP: **02210-2600**

6. Total number of applications and registrations involved: **17**

7. Total fee (37 CFR 3.41): **$440.00**
□ Enclosed
[x] Authorized to be charged to deposit account

8. Deposit account number:

06-1446

DO NOT USE THIS SPACE

OPR/FINANCE

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 _____ 11/18/2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: .....**5**.....

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: Toby Rogers
...nature: _____
...e of Signature: 11-18-03

15/114053.1

Recordation Form Cover Sheet
TRADEMARKS ONLY
Continuation Page of Items from Section 4

Applications	Registrations
78/103231	**2,053,931**
78/103225	**2,292,164**
	1,802,236
	2,290,916
	1,604,885

15/113664.1

Addendum to Trademark Security Agreement

This Addendum of Security Agreement ("Addendum") is made as of the 5th day of March, 2003, by and between Vermont Pure Holdings, Ltd., a Delaware corporation with an office at Catamount Industrial Park, Route 66, Randolph, Vermont 05060 ("Assignor"), and Webster Bank, a federally chartered savings bank with an office at 145 Bank Street, Waterbury, Connecticut 06702, as agent for the lenders under that certain Loan and Security Agreement dated as of the 5th day of March, 2003, as the same may be amended from time to time (as so amended from time to time the "Loan and Security Agreement"), by and among Assignor, Crystal Rock Spring Water Company, a Connecticut corporation, and Vermont Pure Springs, Inc., a Delaware corporation, each of the lenders which is a signatory thereto and the Webster Bank, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent" and hereinafter called "Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Trademark Collateral Assignment and Security Agreement ("Security Agreement") and Assignment for Security (Trademarks) ("Trademark Security Agreement"), both dated March 5, 2003;

WHEREAS, the Trademark Security Agreement has been recorded by the Trademark Assignment Division of the U.S. Patent and Trademark Office, Reel/Frame002700/0147, against the Trademarks listed in the schedule hereto; and

WHEREAS, Assignor and Assignee wish to clarify and amend the Security Agreement and Trademark Security 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:

As set forth in the sixth paragraph of the Trademark Security Agreement, the grant, assignment, transfer and conveyance, BY WAY OF COLLATERAL SECURITY, of Assignor's entire right, title and interest in and to the Collateral is conditioned upon the occurrence of an Event of Default as a condition precedent to any such grant, assignment, transfer or conveyance taking effect. Furthermore, during the period commencing with the occurrence of such an Event of Default and ending upon the Assignor ceasing to use the Trademarks in accordance with the Security Agreement, the Assignor shall continue to use the Trademarks as the Assignee's licensee, provided that all use of the Trademarks by the Assignor during such period shall inure to the benefit of the Assignee, the Assignor shall maintain the same or a higher standard of quality of the goods and services distributed or sold by Assignor in connection with the Trademarks during such period as was maintained prior to such period, and Assignee shall have the right to inspect and control the quality of such goods and services so as to assure that such standards are met by Assignor as a licensee during such period.

Capitalized terms used herein shall have the meaning given in the Trademark Security Agreement. The Trademark Security Agreement and Security Agreement shall continue in effect in accordance with their terms as hereby amended.

The Assignor does hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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.

VERMONT PURE HOLDINGS, LTD.	WEBSTER BANK, as Agent
by CEO	by Carol Carver
its [signature]	its Vice President
date Oct 29, 2003	date 10.15.03

TRADEMARK
REEL: 002869 FRAME: 0972

Schedule: "Trademarks"

EXHIBIT A

Mark	*Jurisdiction*	*Status*	*Reg./Serial No.*
Crystal Rock	Federal	Registered	2423046
Crystal Rock	Federal	Registered	2450626
Crystal Rock Water Company (and Design)	Federal	Registered	2205900
Crystal Rock What Everybody Needs (and Design)	Federal	Allowed	76/055575
Hidden Spring (Stylized)	Federal	Registered	2011808
~~Iceberg Springs~~	~~Federal~~	~~Pending~~	~~76/338646~~
~~Iceberg Springs Water~~	~~Federal~~	~~Registered~~	~~1692202~~
Miscellaneous Design	Federal	Registered	1879965
Stone Ridge	Federal	Registered	1696382
Vermont Natural	Federal	Allowed	75/480501
Vermont Natural	Federal	Allowed	75/890702
~~Vermont Naturals~~	~~Federal~~	~~Allowed~~	~~75/680638~~
Vermont Naturals	Federal	Allowed	75/890700
Vermont Pure (Stylized)	Federal	Registered	2053931
Vermont Pure Enhanced	Federal	Allowed	78/103231
Vermont Pure Essence	Federal	Pending	78/103225
Vermont Pure Natural Spring Water (and Design)	Federal	Registered	2292164
Vermont Pure Natural Spring Water American Premium Hidden Springs, Vt.	Federal	Registered	~~1082236~~ 1503236
Vermont Pure Natural Spring Water Sport Source (and Design)	Federal	Registered	2290916
Vermont's Hidden Spring	Federal	Registered	1604885