

FORM PTO 1594 (Rev. 10/02) **RECORDATION COVER SHEET** U.S. DEPARTMENT OF COMMERCE  
**TRADEMARKS ONLY** Patent and Trademark Office

OMB No. 0651-0011 (exp. 6/30/2005)  
 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. North American Water Group, LLC

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Limited Liability Company of Illinois

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

2. Name and address of receiving party(ies)  
 Name: Premium Waters, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2125 Broadway Street NE  
 City: Minneapolis State: MN ZIP: 55412

Individual(s) \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Minnesota  
 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 \_\_\_\_\_

Execution Date: May 24, 2004

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

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
 See Exhibit A attached

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Elizabeth C. Buckingham  
 Internal Address: Dorsey & Whitney LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Suite 1500, 50 South Sixth Street  
 \_\_\_\_\_  
 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41) ..... \$90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
04-1420

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.

Elizabeth C. Buckingham Elizabeth C. Buckingham 6/28/04  
 Name of person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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

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CH \$90.00 041420 2000840

**EXHIBIT A**

| <u>Mark</u>             | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------------------|-------------------------|--------------------------|
| BLUE FALLS              | 2,000,840               | September 17, 1996       |
| BLUE FALLS (and Design) | 1,998,090               | September 3, 1996        |
| LIBERTY SPRINGS         | 2,127,572               | January 8, 1998          |

**ASSIGNMENT**

WHEREAS, North American Water Group, LLC ("Assignor"), a limited liability company of the state of Illinois, with its principal place of business at 10412 Metcalf Avenue, Overland Park, Kansas, has used, is using, and is the owner of the United States trademark registrations listed in Exhibit A attached hereto, together with the goodwill associated with such marks (the "Marks");

WHEREAS, Premium Waters, Inc. ("Assignee"), a corporation of the State of Minnesota, with its principal place of business at 2125 Broadway Street NE, Minneapolis, Minnesota 55412, desires to acquire the Marks;

NOW, THEREFORE, in consideration of \$1.00 and other valuable remuneration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title, and interest in and to the Marks, together with the goodwill associated with the Marks and the registration of the Marks. Such assignment includes all claims for profits and damages and other legal or equitable relief available to Assignor by reason of past and/or current infringement or dilution, deceptive trade practices, or unfair competition involving the Marks.

This assignment shall be effective as of the date set forth below and shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

NORTH AMERICAN WATER GROUP, LLC

Date: May 24, 2004

By: Lynn K. Intrater  
Name: Lynn K Intrater  
Title: Member