

Form PTO-1594 (Rev. 06/04)
 OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**


To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): Crystal Rock LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability company</u></p> <p>Citizenship (see guidelines) <u>DE</u></p> <p>Execution Date(s) <u>April 5, 2005</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A., as Administrative Agent</u> Internal Address: _____ Street Address: <u>777 Main Street</u> City: <u>Hartford</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06115</u></p> <p><input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Attached</p> <p>B. Trademark Registration No.(s) See Attached</p>	
Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 See Attached

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Michelle Walters Fournier, RP, Senior Paralegal</u> Internal Address: <u>Bingham McCutchen LLP</u> Street Address: <u>One State Street</u> City: <u>Hartford</u> State: <u>CT</u> Zip: <u>06103</u> Phone Number: <u>860-240-2935</u> Fax Number: <u>860-240-2513</u> Email Address: <u>michelle.fournier@bingham.com</u></p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>265.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>8930</u> Expiration Date <u>10/07</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
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<p>9. Signature: <u></u></p>	<p>April 5, 2005</p>
<p>Signature</p> <p>Michelle Walters Fournier, RP, Senior Paralegal</p> <p>Name of Person Signing</p>	<p>Date</p> <p>Total number of pages including cover sheet, attachments, and document: 25</p>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

DP \$265.00 78263229

CREDIT CARD PAYMENT FORM ATTACHMENT**Trademarks and Trademark Registrations**

Registrations --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STONE RIDGE	1696382	6/23/92
VERMONT PURE (STYLIZED)	2053931	4/22/97
CRYSTAL ROCK WATER COMPANY (AND DESIGN)	2205900	11/24/98
VERMONT PURE NATURAL SPRING WATER SPORT SOURCE (AND DESIGN)	2290916	11/9/99
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	2292164	11/16/99
CRYSTAL ROCK	2423046	1/23/01
CRYSTAL ROCK	2450626	5/15/01
CRYSTAL ROCK WHAT EVERY BODY NEEDS (AND DESIGN)	2786852	11/25/03
VERMONT PURE ESSENCE	2809343	1/27/04

Applications--
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
VERMONT PURE (STYLIZED)	78/263229	6/17/03

Item 4B and 4C continued**Trademarks and Trademark Registrations**Registrations --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STONE RIDGE	1696382	6/23/92
VERMONT PURE (STYLIZED)	2053931	4/22/97
CRYSTAL ROCK WATER COMPANY (AND DESIGN)	2205900	11/24/98
VERMONT PURE NATURAL SPRING WATER SPORT SOURCE (AND DESIGN)	2290916	11/9/99
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	2292164	11/16/99
CRYSTAL ROCK	2423046	1/23/01
CRYSTAL ROCK	2450626	5/15/01
CRYSTAL ROCK WHAT EVERY BODY NEEDS (AND DESIGN)	2786852	11/25/03
VERMONT PURE ESSENCE	2809343	1/27/04

Item 4A and 4C continued

Applications--
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
VERMONT PURE (STYLIZED)	78/263229	6/17/03

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of April 5, 2005, by and between Crystal Rock LLC, a Delaware limited liability company, (together with its successors and assigns, "Crystal Rock") and Bank of America, N.A., a national banking association, as administrative agent (hereinafter, in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are or may become parties to a Credit Agreement dated as of the date hereof (as amended and in effect from time to time, the "Credit Agreement"), among the Borrowers, the Lenders and the Administrative Agent.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to Crystal Rock under the Credit Agreement that Crystal Rock execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark agreement in substantially the form hereof;

WHEREAS, Crystal Rock has executed and delivered to the Administrative Agent for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which Crystal Rock has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of Crystal Rock's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of Crystal Rock and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of Crystal Rock's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

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PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of Crystal Rock that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of Crystal Rock, or subject to its demand for possession or control, related to the production, delivery, provision and sale by Crystal Rock, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of Crystal Rock in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of Crystal Rock, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by Crystal Rock (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

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Trademark License Rights. Any and all past, present or future rights and interests of Crystal Rock pursuant to any and all past, present and future franchising or licensing agreements in favor of Crystal Rock, or to which Crystal Rock is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of Crystal Rock, the Administrative Agent or any Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which Crystal Rock is a party.

Trademark Registrations All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Crystal Rock, the Administrative Agent or any Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Crystal Rock, the Administrative Agent or any Lender for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of Crystal Rock, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by Crystal Rock and are now owned, held or used by Crystal Rock, in Crystal Rock's business, or with Crystal Rock's products and services, or in which Crystal Rock has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by Crystal Rock in Crystal Rock's business or with Crystal Rock's products and services, or in which Crystal Rock in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with Crystal Rock or its business or for the direct or indirect benefit of Crystal Rock or its business, including all such uses by Crystal Rock itself, by any of the affiliates of Crystal Rock, or by any franchisee, licensee or contractor of Crystal Rock.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, Crystal Rock hereby unconditionally grants to

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the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent. In addition, Crystal Rock has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), which shall be and become of force and effect only upon the occurrence and during the continuance of an Event of Default and subject to the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement. Crystal Rock hereby authorizes the Administrative Agent to complete and sign its acceptance as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and subject to the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, Crystal Rock grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, Crystal Rock's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance and subject to the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by Crystal Rock to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement Crystal Rock has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent or any Lender in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent and the Lenders in and to the Pledged Trademarks (and any and all obligations of Crystal Rock with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent and the Lenders (and the obligations of Crystal Rock) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

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3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Crystal Rock represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademark Registrations now owned, licensed or controlled by Crystal Rock; (ii) the Trademarks and Trademark Registrations listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of Crystal Rock's knowledge, each of the Trademarks and Trademark Registrations on Schedule A-1 is valid and enforceable; (iv) to the best of Crystal Rock's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights, (v) no claim has been made that the use of any of the Trademarks violates or may violate the rights of any third person, and to the best of Crystal Rock's knowledge, there is no infringement by Crystal Rock of the trademark rights of others; (vi) except as set forth in Schedule 3 (vi), Crystal Rock is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks on Schedule A-1, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Crystal Rock not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) Crystal Rock has the unqualified right to enter into this Trademark Agreement and to perform its terms and, to the extent necessary, has entered and will enter into written agreements with each of its present and future employees, agents, consultants and licensees that will enable Crystal Rock to comply with the covenants herein contained; (viii) Crystal Rock has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks on Schedule A-1; (ix) Crystal Rock has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks on Schedule A-1; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; (xi) except for the filing of financing statements with the Secretary of State of the State of Delaware under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by Crystal Rock or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by Crystal Rock, or (B) for the perfection of or the exercise by the Administrative Agent or any Lender of any of its rights and remedies hereunder and (xii) Schedule A-1 and Schedule A-3 lists all of the Trademarks and Trademark Registrations that are material to Crystal Rock's business and Schedule A-2 lists all Trademark Registrations currently held by Crystal Rock with respect to Trademarks that Crystal Rock is not using and does not intend to maintain.

4. INSPECTION RIGHTS.

Crystal Rock hereby grants to the Administrative Agent, the Lenders and their respective employees and agents the right, upon reasonable advance notice during regular business hours, to visit Crystal Rock's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto, upon reasonable advance notice at reasonable times during regular business hours.

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5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent, Crystal Rock will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license (other than licenses by Crystal Rock of Pledged Trademarks to trading partners in the ordinary course of its business) or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with Crystal Rock's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, Crystal Rock shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights (except that with respect to any of the foregoing as to which Crystal Rock is the licensee, then to the extent not prohibited by the applicable licensor), the provisions of this Trademark Agreement shall automatically apply thereto and Crystal Rock shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's and the Lenders' interest therein.

6.2. Amendment to Schedule. Crystal Rock authorizes the Administrative Agent to modify Exhibit A to this Trademark Agreement and the Annex to the Assignment of Marks, without the necessity of Crystal Rock's further approval or signature to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Crystal Rock Responsible. Crystal Rock shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with their interests in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, Crystal Rock shall retain trademark counsel acceptable to the Administrative Agent.

7.2. Crystal Rock's Duties, etc. Crystal Rock shall have the right and the duty as it deems appropriate to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by Crystal Rock. Crystal Rock shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark material to Crystal Rock or its business, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

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7.3. Crystal Rock's Enforcement Rights. Crystal Rock shall have the right and the duty as it deems appropriate to bring suit or other action in Crystal Rock's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Crystal Rock may require the Administrative Agent to join in such suit or action as necessary to assure Crystal Rock's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. Crystal Rock shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, Crystal Rock shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Crystal Rock shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks that are material to Crystal Rock or its business.

7.5. Notification by Crystal Rock. Promptly upon obtaining knowledge thereof, Crystal Rock will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or Crystal Rock's rights, title or interests in and to the Pledged Trademarks and of any event that does or could reasonably be expected to materially adversely affect the value of any of the Pledged Trademarks, the ability of Crystal Rock or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7.6. Schedule A-2 and Schedule A-3 Exceptions. The provisions of the foregoing sections 7.1, 7.2, 7.3, 7.4 and 7.5 shall not apply to the Trademarks and Trademark Registrations listed on Schedule A-2. The provisions of the foregoing sections 7.1, 7.2, 7.3 and 7.4 shall not apply to the Trademarks and Trademark Registrations that are subject to a license listed in Schedule A-3.

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Crystal Rock, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that Crystal Rock may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in

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the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to Crystal Rock at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which Crystal Rock hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent and any Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If Crystal Rock shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of Crystal Rock shall be breached, the Administrative Agent, in its own name or that of Crystal Rock (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and Crystal Rock agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, Crystal Rock does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as Crystal Rock's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Crystal Rock's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of Crystal Rock therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Crystal Rock is obligated to execute and do hereunder. Crystal Rock hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Crystal Rock shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using reasonable commercial efforts to obtain consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest, for the benefit of the Lenders and the Administrative Agent, in the Pledged Trademarks.

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12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of Crystal Rock, execute and deliver to Crystal Rock all termination statements, deeds, assignments and other instruments as may be necessary or proper to terminate the security interest and first priority lien described in this Agreement, void and invalidate the Assignment of Marks and reassign and reconvey to and re-vest in Crystal Rock the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by Crystal Rock pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between Crystal Rock and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent or any Lender in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by Crystal Rock.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by Crystal Rock hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF CRYSTAL ROCK WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING CRYSTAL ROCK'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE

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EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF CRYSTAL ROCK, AND CRYSTAL ROCK SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in writing and in accordance with the terms of §18.6 of the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent, if required by the Credit Agreement, of the Required Lenders) and Crystal Rock, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent, and if required by the Credit Agreement, the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each of Crystal Rock and the Administrative Agent hereby agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Crystal Rock and the Administrative Agent by mail at the address specified in the Credit Agreement. Each of Crystal Rock and the Administrative Agent hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

CRYSTAL ROCK WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Crystal Rock waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Crystal Rock (i) certifies that neither the Administrative Agent, nor any Lender, nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent and the Lenders would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a

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party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

21. WAIVER OF PREJUDGMENT REMEDIES.

CRYSTAL ROCK HEREBY REPRESENTS, COVENANTS AND AGREES THAT THE PROCEEDS OF THE LOANS SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT THIS TRADEMARK AGREEMENT IS PART OF A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF CONNECTICUT. CRYSTAL ROCK HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET. SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE ADMINISTRATIVE AGENT OR ANY LENDER MAY EMPLOY TO ENFORCE THEIR RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. MORE SPECIFICALLY, CRYSTAL ROCK ACKNOWLEDGES THAT THE ADMINISTRATIVE AGENT'S ATTORNEY AND/OR ANY LENDER'S ATTORNEY MAY, PURSUANT TO CONNECTICUT GENERAL STATUTES, SECTION 52-278f, ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. CRYSTAL ROCK ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY AS AFORESAID AND THE ADMINISTRATIVE AGENT ACKNOWLEDGES CRYSTAL ROCK'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. CRYSTAL ROCK FURTHER WAIVES ITS RIGHTS TO REQUEST THAT THE ADMINISTRATIVE AGENT OR ANY LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT BORROWERS AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE ADMINISTRATIVE AGENT OR ANY LENDER.

22. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon Crystal Rock and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Crystal Rock acknowledges receipt of a copy of this Trademark Agreement.

[remainder of page intentionally blank; next page is signature page]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

CRYSTAL ROCK LLC


By: 
 Name: Timothy G. Fallon
 Title: Manager

CERTIFICATE OF ACKNOWLEDGMENT

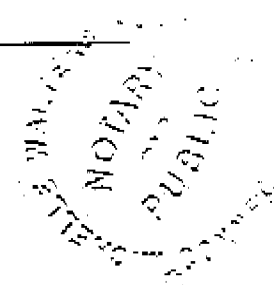
STATE OF CONNECTICUT)
) ss. Hartford
 COUNTY OF HARTFORD)

On this the 5th day of April, 2005, before me, the undersigned officer, personally appeared Timothy G. Fallon , who acknowledged himself to be the Manager of Crystal Rock LLC, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Crystal Rock LLC by himself as such Manager; and as his and its free act and deed.

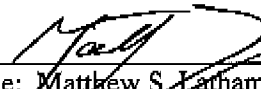
In witness whereof I hereunto set my hand.


 Commissioner of the Superior Court
 Notary Public
 My Commission Expires:

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
 MY COMMISSION EXPIRES SEP. 30, 2005



BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Matthew S. Latham
Title: Senior Vice President

Schedule ATrademarks and Trademark RegistrationsSchedule A-1

Registrations --

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STONE RIDGE	1696382	6/23/92
VERMONT PURE (STYLIZED)	2053931	4/22/97
CRYSTAL ROCK WATER COMPANY (AND DESIGN)	2205900	11/24/98
VERMONT PURE NATURAL SPRING WATER SPORT SOURCE (AND DESIGN)	2290916	11/9/99
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	2292164	11/16/99
CRYSTAL ROCK	2423046	1/23/01
CRYSTAL ROCK	2450626	5/15/01
CRYSTAL ROCK WHAT EVERY BODY NEEDS (AND DESIGN)	2786852	11/25/03
VERMONT PURE ESSENCE	2809343	1/27/04

Applications--

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
VERMONT PURE (STYLIZED)	78/263229	6/17/03

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Connecticut State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STONE RIDGE PREMIUM BOTTLED WATER	8144	12/6/90

Massachusetts State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CRYSTAL ROCK (AND DESIGN)	43027	7/18/89
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	55753	4/13/98
VERMONT PURE	55754	4/13/98

New Hampshire State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	Vol. No. 94, Page No. 198	3/11/98
VERMONT PURE	Vol. No. 94, Page No. 199	3/11/98

New Jersey State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CRYSTAL ROCK (AND DESIGN)	8671	7/21/89
VERMONT PURE	15185	5/1/98
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	15186	5/1/98

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New York State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CRYSTAL ROCK (AND DESIGN)	R-30543	5/9/89
STONE RIDGE PREMIUM BOTTLED WATER (AND DESIGN)	R-30544	11/19/90
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	R-30545	2/12/98
VERMONT PURE	R-30546	2/12/98

Vermont State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	7817	2/12/98
VERMONT PURE	7818	2/12/98

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Schedule A-2Applications –
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SINCE 1915 MANTOCHE SPRING WATER WATERFORD CONNECTICUT (AND DESIGN)	78/330819	11/20/03

Connecticut State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PEQUOT	6707	4/17/87
PEQUOT NATURAL SPRING WATER (AND DESIGN)	8247	4/26/91

New York State Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SARATOGA SPRINGS EXCELSIOR SPRING WATER (AND DESIGN)	R-30547	2/10/04

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Schedule A-3

The Trademark License Agreement, dated as of March 1, 2004, between Micropack Corporation as Licensor and Vermont Pure Holdings Ltd., provides the Licensee with an exclusive license to use the following marks in the United States in connection with "water in polycarbonate bottles of one gallon or more in size. The water may be gaseous, still, unflavored or flavored, provided that any flavored water may only be flavored to the extent that a reasonable consumer would describe the product as 'flavored spring/mineral water,' and not soda":

Registration --

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HIDDEN SPRINGS (STYLIZED)	2011808	

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Schedule 3(vi)

The Trademark License Agreement, dated as of March 1, 2004, between Vermont Pure Holdings, Ltd. as Licensor and Micropack Corporation as Licensee, provides the Licensee with an exclusive license to use the following marks the United States in connection with "PET bottles of one gallon or less in size. The water may be gaseous, still, unflavored or flavored, provided that any flavored water may only be flavored to the extent that a reasonable consumer would describe the product as 'flavored spring/mineral water,' and not soda":

Registrations --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VERMONT PURE (STYLIZED)	2053931	4/22/97
VERMONT PURE NATURAL SPRING WATER SPORT SOURCE (AND DESIGN)	2290916	11/9/99
VERMONT PURE NATURAL SPRING WATER (AND DESIGN)	2292164	11/16/99
VERMONT PURE ESSENCE	2809343	1/27/04

Applications--
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
VERMONT PURE (STYLIZED)	78/263229	6/17/03

Crystal Rock as Licensor has granted to its affiliate, Vermont Pure Holdings, Ltd., as Licensee a license to use the Trademarks, in connection with the goods and services specified in the Trademark Registrations and its related business. In the ordinary course of business Crystal Rock has and will grant to its distributors and other contractors as Sublicensees non-exclusive licenses to use the Trademarks in connection with such goods and services.

EXHIBIT 1**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, Crystal Rock LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 45 Krupp Drive, Williston, Vermont 05495 ("Crystal Rock"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Crystal Rock does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[remainder of page intentionally blank; next page is signature page]

IN WITNESS WHEREOF, Crystal Rock, by its duly authorized officer, has executed this assignment, on this ___ day of _____, 20__.

CRYSTAL ROCK LLC

By: _____
Name: Timothy G. Fallon
Title: Manager

STATE OF _____)
) ss. _____
COUNTY OF _____)

On this the _____ day of _____, 2005, before me, the undersigned officer, personally appeared Timothy G. Fallon , who acknowledged himself to be the Manager of Crystal Rock LLC, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Crystal Rock LLC by himself as such Manager; and as his and its free act and deed.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by Crystal Rock to the Assignee is hereby accepted as of the __ day of _____, 20__.

as Administrative Agent

By: _____
Name:
Title:

ANNEX

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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[List chronologically in ascending numerical order]

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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[List chronologically in ascending numerical order]