

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyler Mountain Water Company, Inc.		01/03/2001	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	7800 Forsyth Boulevard		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2025320	TYLER FARMS	
Registration Number:	1913646	TYLER MOUNTAIN	
Registration Number:	1911672	ANITA	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	ndcollora@bryancave.com		
Correspondent Name:	Daniel A. Crowe, Esq.		
Address Line 1:	211 North Broadway		
Address Line 2:	Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C40000/0118756		
NAME OF SUBMITTER:	Daniel A. Crowe		

CH \$90.00 2025320

Signature:

/Daniel A. Crowe/

Date:

10/20/2005

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, TYLER MOUNTAIN WATER COMPANY, INC., a West Virginia corporation (the "Grantor"), having its principal offices at 159 Harris Drive, Poca, West Virginia 25159, is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks"); and

WHEREAS, BANK OF AMERICA, N.A., having an office at 7800 Forsyth Boulevard, Clayton, Missouri 63105 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of January 3, 2001, between the Grantor and the Grantee (the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all cash and non-cash proceeds and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This Grant of Security Interest in Trademarks is made to secure the satisfactory performance and payment of all the Secured Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest in Trademarks has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the 3rd day of January, 2001.

BORROWER / GRANTOR:

TYLER MOUNTAIN WATER COMPANY, INC.
a West Virginia corporation

By: Richard H. Merrill

Name: Richard H. Merrill

Title: President

LENDER / GRANTEE:

BANK OF AMERICA, N.A.

By: D. S. Brown

Name: Daniel S. Brown

Title: S.V.P.

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Type of Mark</u>	<u>Date of Reg.</u>
"Anita" and Design	1,911,672	Trade	8/15/95
"Tyler Mountain"	1,913,646	Trade	8/22/95
"Tyler Farms"	2,025,320	Trade	12/24/96