

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank One, Kentucky, N.A.		10/12/1998	National Banking Association: KENTUCKY
Bank One, West Virginia, N.A.		03/01/2006	National Banking Association: WEST VIRGINIA

RECEIVING PARTY DATA

Name:	Tyler Mountain Water Company, Inc.
Street Address:	159 Harris Drive
City:	Poca
State/Country:	WEST VIRGINIA
Postal Code:	25159
Entity Type:	CORPORATION: WEST VIRGINIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	74505711	TYLER MOUNTAIN
Serial Number:	74506256	ANITA

CORRESPONDENCE DATA

Fax Number: (216)348-5474
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216-348-5400
 Email: ip@mcdonaldhopkins.com
 Correspondent Name: David B. Cupar
 Address Line 1: 600 Superior Ave., E.
 Address Line 2: Suite 2100
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	27946-00001
-------------------------	-------------

OP \$65.00 74505711

NAME OF SUBMITTER:	David B. Cupar
Signature:	/david b cupar/
Date:	03/06/2006
Total Attachments: 4 source=tyler mountain#page1.tif source=tyler mountain#page2.tif source=tyler mountain#page3.tif source=tyler mountain#page4.tif	

RELEASE OF ASSIGNMENT
(TRADEMARKS AND TRADEMARK REGISTRATIONS)

COPY

The undersigned, in behalf of Bank One, Kentucky, N.A., a national banking association, hereby releases the assignments of and terminates its security interest in the following trademarks and trademark registrations granted to it by TYLER MOUNTAIN WATER COMPANY, INC.:

- (1) Two Collateral Assignments of Trademarks and Trademark Registrations, each dated May 1, 1996, filed on May 9, 1996, with respect to Reg. No. 1, 911, 672 and Reg. No. 1, 913, 646.
- (2) A Collateral Assignment of Trademarks and Trademark Registrations dated May 1, 1996, filed on June 11, 1996, with respect to Reg. No. 1, 911, 672 and Reg. No. 1, 913, 646.

This Release shall NOT extend to a Collateral Assignment of Trademarks and Trademark Registrations dated December 16, 1996, executed by Tyler Mountain Water Company, Inc., which shall continue in full force and effect and has been assigned to Bank One, West Virginia, N.A., incident to an assignment to it of the obligations secured thereby.

Dated this 12 day of October, 1998.

BANK ONE, KENTUCKY, N.A.

BY [Signature]
Its SENIOR VICE PRESIDENT

TERMINATION OF SECURITY INTEREST AND RELEASE

This Termination of Security Interest and Release (this "Termination and Release") is made as of the 1st day of March, 2006 by **BANK ONE, WEST VIRGINIA, N.A.**, (hereinafter "Agent"), as Collateral Agent for itself and any and all other lending institutions (hereinafter, collectively "Lenders") that are parties to the Security Agreements executed May 1, 1996 and December 16, 1996 and **TYLER MOUNTAIN WATER COMPANY, INC.**, with offices located at 159 Harris Drive, Poca, West Virginia 25159 (hereinafter "Borrower"), and certain affiliates of the Borrower party thereto.

Recitals:

A. Reference is hereby made to the Security Agreement identified as "Collateral Assignment of Trademarks and Trademark Registrations executed on December 16, 1996 (hereinafter, the "Security Agreement"), by and between the Agent and the Borrower.

B. Agent has agreed to terminate its security interest in all of the trademarks set forth in the Security Agreement (hereinafter "Trademark" list of which is attached as Schedule A.), release and waive any claim Agent or Lenders may have, and release all of its right, title and interest in each of the Trademarks as herein provided and as provided in the Security Agreements.

C. The security interest for the Trademarks as set forth in the Security Agreement WAS recorded with the U.S. Patent and Trademark Office on or around March 24, 1997 having a reel/frame number of 1567/0151.

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

1. Agent hereby terminates its security interest in the Trademarks and releases any and all claims, liens, security interests or encumbrances thereto and rights therein. Agent hereby assigns and transfers to the Borrower, without recourse, all of the Agent's right title and interest in and to each of the Trademarks and any and all related applications or registrations to the Trademarks, as of the date set forth above.

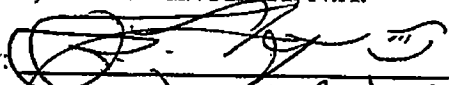
2. This Termination and Release shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3. This Termination and Release may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The execution of a counterpart of the signature page to this Termination and Release shall be deemed the execution of a counterpart of this Termination and Release. The delivery of this Termination and Release may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the undersigned have caused this Termination and Release to be executed as of the day and year first written above.

SEE SCHEDULE "A"

JPMORGAN CHASE BANK, NA,
SUCCESSOR BY MERGER TO BANK
ONE, WEST VIRGINIA, N.A.

By: 
Name: JOHN J. COPENHAVER II
Title: SENIOR VICE PRESIDENT

Accepted:

TYLER MOUNTAIN WATER COMPANY, INC.

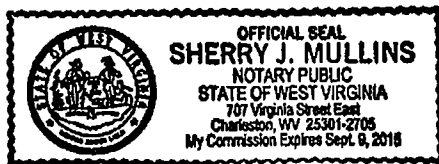
By: Richard H. Merrill
Name: Richard H. Merrill
Title: President

ACKNOWLEDGEMENT

State of West Virginia
County of Kanawha

The foregoing instrument was acknowledged before me on March 1, 2006 by John J. Copenhaver II, Sr. Vice President of JPMorgan Chase Bank, NA, a National Association on behalf of said Corporation.

Given under my hand and notarial seal this 1st day of March, 2006



Sherry J. Mullins, Notary Public
My Commission Expires: 9/9/2015

SCHEDULE A

SERIAL NO. or REGISTRATION NO.	MARK
74/505,711	TYLER MOUNTAIN
1,913,646	TYLER MOUNTAIN
74/506,256	ANITA
1,911,672	ANITA

{863604:2}