

01-18-2006



REC
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103159780

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

1. Name of conveying party(ies):

Culligan International Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) Delaware Corporation

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 1, 2003

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

- ☐ Yes
☒ No

Additional names, addresses, or citizenship attached?

Name: The Coca-Cola Company

Internal

Address: _____

Street Address: One Coca-Cola Plaza

City: Atlanta

State: Georgia

Country: USA Zip: 30313

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75/869902

B. Trademark Registration No.(s)
2,688,959

Additional sheet(s) attached? ☐ Yes ☐ No

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

Water treatment and water purification services

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

Name: Kamau J. King

Internal Address: _____

Street Address: One Coca-Cola Plaza

City: Atlanta

State: Georgia Zip: 30313

Phone Number: 404-676-3478

Fax Number: 404-598-3478

Email Address: kaking@na.ko.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 48.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 032325
Authorized User Name Kamau J. King

9. Signature:

Kamau J. King

Signature

10 Jan. '06

Date

01/13/2006 DTYRNE 00000141 032325 75869902

40.00 DA

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003286 FRAME: 0201

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement ") is made and entered into as of January 1, 2003, (the "Effective Date") by and between Culligan International Company, a Delaware corporation, located at One Culligan Parkway, Northbrook, Illinois 60062 ("Assignor"), and The Coca-Cola Company, a Delaware corporation, located at One Coca-Cola Plaza, Atlanta, Georgia 30313 ("TCCC").

WHEREAS, Assignor has adopted and is the owner of certain rights in and to the trademark " QUALITY WATER ADVANTAGE," (collectively, the "Trademark"); and

WHEREAS, TCCC wishes to acquire from Assignor, and Assignor wishes to assign to TCCC, all of Assignor's worldwide right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby; and

NOW, THEREFORE, for and in consideration of the promises and covenants set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Upon the Effective Date (as defined above), Assignor shall sell, assign, convey and transfer to TCCC Assignor's entire worldwide right, title and interest in and to (i) the Trademark, including without limitation all federal, state, local and foreign registrations and applications for the Trademark, whether or not set forth on the attached Exhibit A; (ii) the goodwill of the business symbolized by the Trademark; (iii) all rights of Assignor to sue and recover damages for past, present and future infringements or dilution of or any other damages or injury to the Trademark; and (iv) all results and proceeds from the foregoing accrued and unpaid or hereafter accruing. Promptly following the Effective Date, Assignor shall deliver to TCCC all registration certificates, applications, documentation and files relating in any manner to the Trademark. Assignor expressly acknowledges that it is the intent of the parties that Assignor shall assign, transfer and convey to TCCC all rights of Assignor in or to the Trademark anywhere in the world, whether registered or unregistered and for any and all goods or services in connection with which Assignor may own any such rights.

2. Consideration. Within five (5) business days after the Effective Date, TCCC shall pay to Assignor, by check made payable to Assignor, the sum of U.S. \$5,000 (Five Thousand Dollars), as full and complete consideration for the assignment of the Trademark to TCCC.

3. Representations and Warranties. Assignor hereby represents and warrants to TCCC that (i) Exhibit A attached hereto sets forth a true and complete list of all registrations and applications filed by or on behalf of Assignor anywhere in the world which relate to the Trademark; (ii) the Trademark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity, enforceability or infringement of the Trademark; (iii) to Assignor's Knowledge, there is no infringement of the Trademark by any third party; (iv) to Assignor's Knowledge, no claim has been made that the use of the Trademark does or may violate the rights of any third party, and to

Assignor's Knowledge there is no infringement by Assignor of the intellectual property rights of others that relates in any manner to the Trademark; (v) to Assignor's Knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges, "claims" (as such term is defined in 11 U.S.C. § 101), interests, encumbrances and adverse claims, including pledges, assignments, security interests, licenses, registered user agreements or covenants by Assignor not to sue third persons; (vi) Assignor and its signatory to this Agreement have the unqualified right to enter into this Agreement and to perform the terms and conditions set forth herein; and (vii) Assignor has used proper statutory and other appropriate proprietary notices in connection with the use of the Trademark and has used consistent standards of quality in the manufacture and provision of products and services sold or provided under the Trademark.

The phrase "Assignor's Knowledge" as used in this agreement means the current actual knowledge of the individuals employed by Assignor responsible for maintaining Assignor's intellectual property, including trademarks and service marks. Nothing herein shall impose any personal liability on any such individuals.

4. Further Assurances. Assignor agrees that, from and after the Effective Date, it will not use in any way or authorize, encourage or assist any other party to use the Trademark. Assignor acknowledges and agrees that great loss and irreparable damage will be suffered by TCCC in the event of a breach or threatened breach of this Section 5, which loss and damage will not be fully compensable in money damages alone. Accordingly, Assignor agrees that, in addition to all other available legal or equitable remedies, TCCC will be entitled to an injunction against such breach or threatened breach without the requirement to post bond as a condition of such relief.

5. Waiver. The parties acknowledge that Assignor will continue to use the designation "Quality Water at Work". Each of TCCC and Assignor agrees that the designation "Quality Water at Work" is not confusingly similar to the Trademark and further agrees that Assignee's full exercise of its rights under this Assignment will in no way infringe upon or otherwise affect Assignor's "Quality Water at Work" designation.

6. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Further Actions. From and after the Effective Date, Assignor hereby agrees to take all further actions and to execute all further documents as TCCC may request to effectuate, confirm and/or record the conveyance of the Trademark and the related goodwill to TCCC. Assignor further agrees to take all such further actions and to submit such documents as are necessary to ensure that trademark registrations issue for the Trademark that currently are the subject of pending trademark applications. These actions include, but are not limited to the following: Assignor agrees (i) upon the issuance of a registration by the United States Patent and Trademark

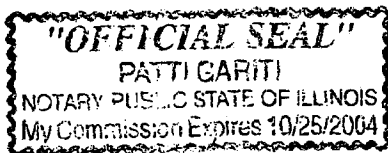
Office in connection with United States Application No. 75/869902 for the mark QUALITY WATER ADVANTAGE, to execute an assignment document in substantially the same form as Exhibit "B" attached hereto; (ii) to file in a timely manner a Declaration of Use document with the Canadian Intellectual Property Agency in connection with Canadian Application No. 1063102; and (iii) upon the issuance of a registration by the Canadian Intellectual Property Agency in connection with Canadian Application No. 1063102 for the mark QUALITY WATER ADVANTAGE, to execute an assignment document in substantially the same form as Exhibit "C" attached hereto.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia as to contract matters and the federal trademark laws of the United States as to trademark matters.

9. Entire Agreement. This Agreement (including the Exhibits hereto), when executed, shall embody the entire agreement of the parties relating to the subject matter hereof. No amendment or modifications of this Agreement shall be valid or binding on TCCC unless made in writing and signed by TCCC. This Agreement shall bind and inure to the benefit of Assignor, TCCC and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, Assignor and TCCC have caused this Agreement to be executed by their duly authorized representatives as of the date set forth hereinabove.

CULLIGAN INTERNATIONAL COMPANY



By: [Signature]
Name: DAVID J. KENTON
Title: VP MARKETING

NOTARY:

COMMISSION EXPIRES
JUNE 05, 2005
IN FULTON CO., GA

[Signature]

THE COCA-COLA COMPANY

By: [Signature]
Name: Steve Whaley
Title: Vice President

EXHIBIT A
APPLICATIONS AND REGISTRATIONS

UNITED STATES:

QUALITY WATER ADVANTAGE

Application No. 75/869902

CANADA:

QUALITY WATER ADVANTAGE

Application No. 1063102

EXHIBIT B
SHORT FORM ASSIGNMENT

ASSIGNMENT OF TRADEMARK

WHEREAS, Culligan International Company, a corporation organized under the laws of the State of Delaware, with its principal place of business as One Culligan Parkway, Northbrook, Illinois 60062, has adopted and is the owner of the trademark "Quality Water Advantage", for "water treatment and water purification services" (the "Trademark"), which is the subject of U.S. Trademark Registration No. 2,688,959, registered on February 18, 2003, with the United States Patent and Trademark Office (the "Registration"); and

WHEREAS, The Coca-Cola Company, with its principal place of business at One Coca-Cola Plaza, Atlanta, Georgia 30313, is desirous of acquiring the entire right, title and interest of Assignor in and to the Trademark, the Registration and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Culligan International Company, does hereby assign to The Coca-Cola Company all of its right, title and interest in and to the Trademark, the Registration and the goodwill of the business symbolized thereby.

CULLIGAN INTERNATIONAL COMPANY

By: Susan E Bennett

Name: Susan E Bennett

Title: Vice President

NOTARY: Patti Gariti



ASSIGNMENT OF TRADEMARK

WHEREAS, Culligan International Company, a corporation organized under the laws of the State of Delaware, with its principal place of business as One Culligan Parkway, Northbrook, Illinois 60062, has adopted and is the owner of the trademark "Quality Water Advantage", for "water treatment and water purification services" (the "Trademark"), which is the subject of Canadian Trade-mark Registration No. TMA578, 011, registered on March 24, 2003, with the Canadian Intellectual Property Office (the "Registration"); and

WHEREAS, The Coca-Cola Company, with its principal place of business at One Coca-Cola Plaza, Atlanta, Georgia 30313, is desirous of acquiring the entire right, title and interest of Assignor in and to the Trademark, the Registration and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Culligan International Company, does hereby assign to The Coca-Cola Company all of its right, title and interest in and to the Trademark, the Registration and the goodwill of the business symbolized thereby.

CULLIGAN INTERNATIONAL COMPANY

By: Susan E. Bennett

Name: Susan E. Bennett

Title: Vice President

NOTARY: Patti Gariti

