

07-03-2007



103422274

HEET  
LY

197 JUN 18 PM 2:16

To the Director of the U. S.

Attached documents or the new address(es) below.

1. Name of conveying party(ies):

CCDA Waters, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other A Delaware Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 13, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Coca-Cola Company

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: One Coca-Cola Plaza

City: Atlanta

State: Georgia

Country: USA Zip: 30313

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule

Additional sheet(s) attached?  Yes  No

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

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

Name: Caroline K. Pearlstein

Internal Address: USA1112B

Street Address: One Coca-Cola Plaza

City: Atlanta

State: Georgia Zip: 30313

Phone Number: 404-676-5315

Fax Number: 404-598-5315

Email Address: cpearlstein@na.ko.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- 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 03-2325

Authorized User Name Caroline Katz Pearlstein

9. Signature:

Caroline K. Pearlstein

Signature

6-13-07  
Date

Caroline K. Pearlstein

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

1561254  
0000005 023325  
40.00 DA  
125.00 DA  
06/19/2007  
01 FU: 4  
02 FU: 5521

6-18-07

# SCHEDULE 1

<u>Mark</u>	<u>Serial No./Registration No.</u>	<u>Status</u>
AQUAPENN	1,561,231	Registered
FLUORIDE TO GO	2,744,779	Registered
IT'S ONLY NATURAL	78/716556	Pending Application
JR. SPORT	2,265,142	Registered
MISCELLANEOUS DESIGN (Water Bottle)	2,162,180	Registered
THE DRINKING WATER EXPERTS	1,558,611	Registered

TRADEMARK

REEL: 003575 FRAME: 0456

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into on June 5, 2007, by and between CCDA Waters, LLC, a Delaware corporation ("Assignee"), and The Coca-Cola Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade dress, trade names, brand names, slogans, logos, Internet domain names and other similar source or origin indicators, whether registered or unregistered, including those listed on Schedule 1 attached hereto and incorporated herein by reference, and all registrations and applications for registration thereof (the "Assignor Trademarks").

WHEREAS, Assignor is the owner of, or has the right to use, certain formulae, ingredient lists, blends, mixing instructions and processes used in or to manufacture products sold under the Assignor Trademarks (the "Formulae").

WHEREAS, Assignee desires to acquire and accept from Assignor, and Assignor desires to transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Assignor Trademarks, the Formulae and the goodwill related thereto.

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

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in and to the Assignor Trademarks throughout the universe, including all registrations and applications therefor and all goodwill symbolized by and related to the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringement, dilution, unfair competition or misappropriation thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Assignor Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor further hereby assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in and to the Formulae throughout the universe, including all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Formulae, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. Prior License; Quality Control. Assignor and Assignee acknowledge, agree, and confirm that at all applicable times prior to the date of this Assignment, (a) Assignee was operating under an unwritten license from Assignor with respect to its use of the Assignor Trademarks; and (b) quality control was exercised (i) by Assignor over the nature and quality of

the Products sold by Assignee under the Assignor Trademarks, and, (ii) with respect to any use by Assignor of Trademarks owned by Assignee over the nature and quality of the products sold by Assignor under such trademarks, including through the affiliate nature of the relationship between Assignor and Assignee. Assignor and Assignee further acknowledge and agree that any license (whether express or implied) granted to Assignor to use any trademarks owned by Assignee is hereby terminated and of no further force or effect, and any goodwill symbolized by or related to Assignor's use of such trademarks has inured solely to the benefit of Assignee.

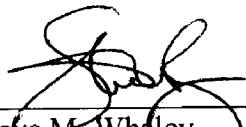
3. Additional Documents. Assignor hereby agrees to execute, upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee in and to the Assignor Trademarks and related goodwill or to otherwise effectuate the intent of this Assignment, including all documents necessary to record in the name of Assignee, the assignment of the Assignor Trademarks with the United States Patent and Trademark Office, appropriate domain name registrars, and any other appropriate foreign or international office or registrar.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to its conflict of law provisions).

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

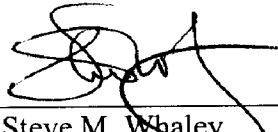
ASSIGNOR

CCDA WATERS, LLC

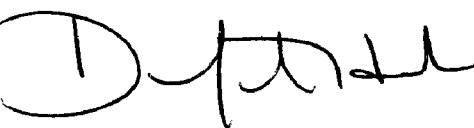
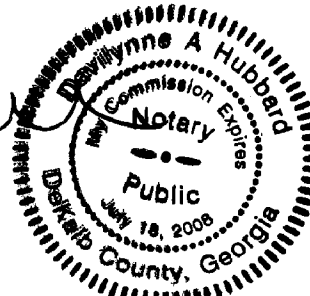
By:  \_\_\_\_\_ CKP  
Steve M. Whaley  
Vice President and General Tax Counsel

ASSIGNEE

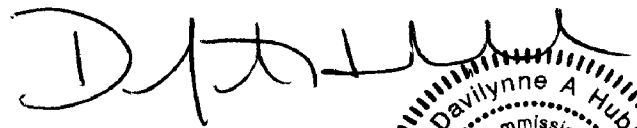
THE COCA-COLA COMPANY

By:  \_\_\_\_\_ CKP  
Steve M. Whaley  
Vice President and General Tax Counsel

NOTARIAL CERTIFICATE:

  
June 13, 2007  


NOTARIAL CERTIFICATE:

  
June 13, 2007  
