

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wissahickon Spring Water, Inc.		09/11/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Trident, LLC		
Street Address:	316 South Front Street		
City:	Hamburg		
State/Country:	PENNSYLVANIA		
Postal Code:	19526		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1659063	APPALACHIAN MOUNTAIN SPRING WATER	
CORRESPONDENCE DATA			
Fax Number:	(610)640-1965		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-640-5800		
Email:	ipdocketing@stradley.com		
Correspondent Name:	Kevin W. Goldstein		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	163635-0051		
NAME OF SUBMITTER:	Kevin W. Goldstein		
Signature:	/kevin goldstein/		
Date:	09/26/2007		

CH \$40.00 1659063

Total Attachments: 13

source=Wiss TM License#page1.tif
source=Wiss TM License#page2.tif
source=Wiss TM License#page3.tif
source=Wiss TM License#page4.tif
source=Wiss TM License#page5.tif
source=Wiss TM License#page6.tif
source=Wiss TM License#page7.tif
source=Wiss TM License#page8.tif
source=Wiss TM License#page9.tif
source=Wiss TM License#page10.tif
source=Wiss TM License#page11.tif
source=Wiss TM License#page12.tif
source=Wiss TM License#page13.tif

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (“Agreement”), dated as of September 11, 2007 (the “Effective Date”), is made by and between Wissahickon Spring Water, Inc., a Pennsylvania corporation with a principle place of business at 316 South Front Street, Hamburg, Pennsylvania 19526 (“Licensor”), and TRIDENT, LLC, a Delaware limited liability company with a place of business at 316 South Front Street, Hamburg, Pennsylvania 19526 (“Licensee”).

RECITALS

- A. Licensor holds the entire right, title and interest in and to certain common law and registered trademarks and logos used within in the United States of America and internationally.
- B. Licensor desires to grant to Licensee, and Licensee wishes to obtain from Licensor, the non-exclusive right, privilege and license to use certain of Licensor’s trademarks and logos in connection with the manufacturing, importation, advertising, promotion, sale and distribution of certain goods, subject to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises, the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Definitions.

The following definitions shall be applicable throughout this Agreement:

- 1.1 “**Affiliate**” shall mean any individual, corporation, limited liability company or any other business entity that is controlled by, that controls, or that is under common control with a party to this Agreement. “Control” or any form of the word “control” means ownership of at least a fifty-one percent (51%) interest.
- 1.2 “**Goods**” shall mean water commercialized in non-glass bottles which are less than one gallon in volume. The water may be gaseous, still, unflavored or flavored, provided however that any flavored water may only be flavored to the extent that a reasonable consumer would describe the product as “flavored spring water” and /or “flavored mineral water” and not soda.
- 1.3 “**Gross Sales**” shall mean gross amounts invoiced in respect to the Goods, less any discounts, commissions, credits for rejections and returns, taxes and delivery charges.
- 1.4 “**Licensed Marks**” shall mean the common law and registered trademarks and logos of Licensor as of the Effective Date, as more specifically identified and listed on Exhibit A attached hereto.

- 1.5 **“Territory”** shall mean the United States of America, its territories and possessions.
2. Grant of License; Covenant Not to Sue.
- 2.1 *Trademark License:* Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the royalty-free right, license and privilege to use the Licensed Marks in connection with Licensee’s manufacture, advertising, marketing, promotion, use, sale and distribution within the Territory of Goods. Such right, license and privilege shall be non-exclusive in the Territory with respect to Goods. The rights licensed under this Agreement include any U.S. federal and state registrations of the Licensed Marks owned by the Licensor as of the Effective Date and maintained during the term of this Agreement.
- 2.2 *Sub-Licensees:* Licensee may grant sub-licenses of the foregoing rights, license and privilege to authorized distributors of Goods manufactured by or for Licensee (“Distributors”), provided that such Distributors have agreed in writing to terms no less restrictive than those imposed on Licensee by this Agreement. In addition, Licensee may also permit its manufacturers to use the Licensed Marks solely for purposes of packaging and labeling the Goods as requested and approved by Licensee.
- 2.3 *Covenant Not to Sue:* Subject to the terms, and conditions of this Agreement, Licensor hereby covenants not to sue Licensee or Distributors for infringement of the Licensed Marks where the Licensee or Distributors use the Licensed Marks in accordance with the terms of this Agreement.
- 2.4 *Representation:* Licensee represents and warrants to Licensor that it has full legal right, power and authority to enter into this Agreement, to perform all of its obligations hereunder and to consummate all of the transactions contemplated herein.
- 2.5 *Goodwill:* Licensee and all Distributors acknowledge and agree that any and all use of the Licensed Marks by Licensee and any Distributors shall inure to the direct benefit of Licensor.
- 2.6 *Intellectual Property License:* This Agreement constitutes a license of intellectual property under Section 365(n) of the United States Bankruptcy Code.
3. Term.

The term of this Agreement shall commence upon the Effective Date, as provided above, and shall continue for an initial term of ten (10) years. This Agreement shall automatically renew for additional five (5) year terms unless, at least one hundred and eighty (180) days prior to commencement of any renewal term, either party provides the other party with written notice of an intention to not renew the Agreement.

4. Use of Licensed Marks; Advertising.

- 4.1 *Quality of Marketing:* Licensee shall keep to the established prestige and goodwill of Licensor in selecting all of Licensee's product labels, advertising and business materials, including without limitation, signs, point of sale advertising material, letterheads, business cards, order forms, invoices, checks and phone listings (together "Marketing Materials") that may display or use any of the Licensed Marks. Licensee shall not alter the Licensed Marks and not use the Licensed Marks in conjunction with any other marks, logos or trade names. Licensee shall use, employ, display and otherwise release Marketing Materials only in accordance with Licensor's existing labels and usage guidelines for the Licensed Marks as those guidelines are provided in Exhibit B attached hereto, as amended by Licensor and made available in writing to Licensee from time to time, unless Licensee obtains Licensor's prior written approval to depart from such guidelines.
- 4.2 *Quality of Goods:* Licensee shall maintain the high quality and standards of the Goods sold in connection with the Licensed Marks and shall safeguard the established prestige and goodwill of the Licensed Marks, at the same level of prestige and goodwill as heretofore maintained by Licensor. The applicable quality control standards shall be those established by the International Bottled Water Association ("IBWA") and set forth in the IBWA Model Code, as amended by the IBWA from time to time.
- 4.3 *Product Samples:* Licensee agrees that it will provide appropriate product samples to Licensor upon Licensor's written request in order to confirm that Licensee is meeting Licensor's necessary standards of quality. Licensee will pay the cost of supplying such samples to Licensor, up to a total amount of one thousand dollars (\$1,000) in any calendar year. Should Licensor desire to obtain samples in excess of that amount, Licensor may pay the cost of Licensee supplying such additional samples or make other arrangements to view additional samples.
- 4.4 *Product Sample Purpose:* Licensee acknowledges that the purpose for providing the samples as described in Section 4.4 is for Licensor to confirm that Licensee's use of the Licensed Marks and the nature and quality of (1) all services and goods rendered by Licensee in connection with the use of the Licensed Marks; (2) all goods produced, distributed, or sold by Licensee under the Licensed Marks; and (3) all related advertising, promotional, and other related uses of the Licensed Marks are in conformity to the standards set by and under the control of Licensor.
- 4.5 *Product Sample Defects:* If any samples provided to Licensor pursuant to Section 4.3 show that the product samples fall below the nature and quality sought by Licensor's standards, then Licensee shall promptly cease to use the Licensed Marks on such products and shall not sell such nonconforming products until the standards of quality have been met to the reasonable satisfaction of Licensor. Licensee will also provide Licensor a sample of each new production run of the

corrected products in question until Licensor has consented, which consent shall not be unreasonably withheld, that the products in question reflect the nature and quality sought by Licensor's standards.

- 4.6 *Quality Guidelines:* Licensee further acknowledges that in addition to Licensor's quality control standards, Licensee has been provided a copy of Licensor's Trademark Use Control Specifications which are attached as Exhibit B, which shall govern Licensee's use of the Licensed Marks on marketing-related materials for the entire Term of each Licensed Mark as provided in Exhibit A. Licensee agrees to provide Licensor samples of any marketing-related materials that Licensor reasonably requests in writing, at Licensee's expense. Licensor will notify Licensee of any use of the Licensed Marks on such samples that fails to meet the Trademark Use Control Specifications and Licensee shall take prompt steps to cease using nonconforming materials, remove nonconforming materials from the market, and remedy such failure on future marketing-related materials.
- 4.7 *Right to Inspect and Require Compliance:* Licensor may inspect Licensee's products and premises during normal business hours and upon reasonable notice, to ensure compliance with the requirements set forth in this Section 4. Licensee shall have a water quality audit conducted by an independent third party (such as the National Sanitation Foundation or the American Institute of Baking) at least once each calendar year. Licensee shall make the results of any such third party water quality audit available to Licensor promptly after it is conducted. In the event such audit or premises inspection reveals any non-compliance by Licensee with the quality requirements set forth in Section 4.2, Licensee shall remedy such non-compliance within thirty (30) days after completion of the audit or premises inspection that revealed the non-compliance. Failure to remedy such non-compliance within such time period shall constitute an event of default under this Agreement.

5. Trademark and Related Rights.

- 5.1 *Notice Requirements:* Licensee shall comply with all notice and marking requirements of any law applicable or necessary for the protection of any Licensed Mark in the Territory.
- 5.2 *Assignment; Further Actions:* To the extent any rights in and to the Licensed Marks are deemed to accrue to Licensee pursuant to this Agreement or otherwise, Licensee hereby assigns any and all such rights, at such time as they may deem to accrue, to Licensor. Licensee shall co-operate in the execution of any documents, or the taking of any other action, that Licensor reasonably requests to create, record or perfect Licensor's sole and exclusive ownership of the Licensed Marks, or to obtain, defend or protect any related trademark registrations.
- 5.3 *No Challenge:* Licensee shall not (a) assert rights in the Licensed Marks other than the rights provided within this Agreement, or challenge the distinctiveness of the Licensed Marks, the validity of Licensor's ownership of the Licensed Marks

or any application for registration thereof, or any trademark registrations thereof in any jurisdiction; (b) take any action that could in any way diminish, alter or adversely affect Licensor's rights in the Licensed Marks; (c) apply to register or register any of the Licensed Marks or any tradename, trademark, service mark, domain name or logo that is similar to the Licensed Marks, without Licensor's prior written consent; (d) use or adopt any trade name, trademark, service mark, domain name or logo that is similar to the Licensed Marks, without Licensor's prior written consent; or (e) contest the fact that Licensee's rights under this Agreement (i) are solely those of a promoter, manufacturer and distributor, and inure directly to the benefit of Licensor, or (ii) terminate upon termination of this Agreement.

6. Validity; Infringement; Maintenance of the Licensed Marks.

- 6.1 *Licensor Warranty:* Licensor represents and warrants that: (a) Licensor is the owner of all rights, title and interest in and to the Licensed Marks and any and all forms or embodiments thereof, including without limitation any and all registrations thereof; (b) to the best knowledge of Licensor, the Licensed Marks do not infringe the trademark or other proprietary rights of any other party in the Territory; and (c) as of the Effective Date, Licensor is not aware of any pending or threatened litigation (and has not received any communication relating thereto), claims or "cease and desist" letters, which allege that Licensor's activities with respect to the Licensed Marks have infringed or misappropriated, or that by conducting the activities as contemplated in this Agreement by Licensee would infringe or misappropriate, any intellectual property or other proprietary rights of any other person. EXCEPT FOR THE FOREGOING WARRANTIES, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES.
- 6.2 *Licensee Warranty:* Licensee represents and warrants that Licensee has the full power and authority to enter into and perform this Agreement, that there is no contract, agreement, or understanding with any other person, firm or corporation that would interfere with the obligations assumed by the Licensee hereunder.
- 6.3 *Maintenance of Registrations:* Licensor agrees to maintain any current registration of any of the Licensed Marks in the Territory listed on Exhibit A hereto. Licensee shall have no separate right to take any action to maintain, renew, extend or enforce any of the Licensed Marks without the express consent and approval of Licensor.
- 6.4 *Notice of Infringement:* Licensee shall promptly notify Licensor of any known or suspected infringement of any of the Licensed Marks by third parties, any act of unfair competition relating to any of the Goods, or any act of unfair competition by third parties relating to the Licensed Marks (collectively, the "Infringements"), promptly after such Infringement shall come to Licensee's attention. Upon

notification to Licensor by Licensee of any such Infringement, Licensor, in its sole and absolute discretion, may at its own expense take such action to stop such infringement or act as Licensor deems necessary to protect the Licensed Marks and Licensee's rights to use the Licensed Marks pursuant to this Agreement. Any financial benefits resulting from any enforcement action taken by Licensor shall be the property of Licensor, except that any damages awarded or settlement amounts paid based directly upon Licensee's lost profits shall be paid to Licensee. Licensee shall have no right to take any action alleging infringement by a third party of rights in the Licensed Marks, nor any other action in connection with maintenance or enforcement of rights in the Licensed Marks. Licensor shall keep Licensee informed on a timely basis of its responses to notifications from Licensee of any Infringements. The parties acknowledge that it is in both their interests to protect and maintain the Licensed Marks, and the parties agree to cooperate in good faith in furtherance of that goal.

7. Indemnities, Liability and Insurance.

7.1 *Infringement Indemnity:* Licensor shall indemnify, defend and hold Licensee harmless from and against any judgments awarded or settlement amounts agreed arising from any claim that the Licensed Marks infringe the proprietary rights of a third party in the Territory, provided that: (a) Licensor is notified promptly in writing by Licensee of such claim and is given adequate information and assistance necessary to defend and respond to such claim; and (b) Licensor shall have the sole and exclusive control of the defense, settlement or compromise of any such claim. Licensor's indemnification obligations herein shall be Licensor's sole, exclusive and entire liability to Licensee in connection with any claim under the representations and warranties in Section 6.1 or any claim that the Licensed Marks infringe the proprietary rights of a third party.

7.2 *Product Liability Indemnity:* Licensee shall indemnify, defend and hold Licensor harmless from and against any judgments awarded or settlement amounts agreed arising from any product liability claim with respect to any Goods manufactured, distributed or otherwise made available by or on behalf of Licensee, provided that: (a) Licensee is notified promptly in writing by Licensor of such claim and is given adequate information and assistance necessary to defend and respond to such claim; and (b) Licensee shall have the sole and exclusive control of the defense, settlement or compromise of any such claim. Licensee's indemnification obligations herein shall be Licensee's sole, exclusive and entire liability to Licensor arising from any product liability claim with respect to any Goods manufactured, distributed or otherwise made available by or on behalf of Licensee.

7.3 **EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES: EXCEPT FOR LIABILITY ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR DAMAGES FOR LOSS OF PROFITS, OR ANY SPECIAL, INDIRECT,**

INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE LICENSED MARKS OR RELATING TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 7.4 *Notice:* Each party seeking indemnification (each an “Indemnified Party”) shall give prompt notice of any claim of which it becomes aware to the other party if indemnification under this Section 7 is sought; however, a failure or delay in giving such notice shall not relieve an indemnifying party (each, an “Indemnifying Party”) of its indemnification obligations unless such failure or delay actually prejudices the indemnifying party’s rights or ability to defend such claim and then only to the extent of such actual prejudice.
- 7.5 *Insurance:* Licensee agrees that it will obtain, at its own expense, product liability insurance from a recognized insurance company, providing adequate protection for Licensor and Licensee against any claims and damages arising out of any alleged defects in any product made by Licensee other than claims relating to Licensee’s use of the Licensed Marks or any alleged infringement thereof. As proof of such insurance, a fully paid certificate of insurance naming Licensor as a co-insured party will be submitted to Licensor by Licensee within ninety (90) days after the Effective Date. Any proposed change in certificates of insurance shall be submitted to Licensor for its prior approval.

8. Events of Default; Termination; Effect of Termination.

- 8.1 Each of the following shall constitute an event of default under this Agreement:
- (a) If either Licensor or Licensee shall fail to perform any material term, condition, agreement or covenant in this Agreement and such party fails to cure such non-performance within thirty (30) days after written notice thereof by the other party; or
 - (b) If Licensor or Licensee is adjudged bankrupt or institutes proceedings seeking relief under the bankruptcy laws of any jurisdiction or any similar law.
- 8.2 If any event of default shall occur pursuant to the provisions of paragraph 8.1 hereof, the non-defaulting party may, in its sole discretion, terminate this Agreement by written notice to the other party. Termination shall be effective upon receipt of such notice. No assignee for the benefit of creditors, receiver, trustee in bankruptcy, sheriff, or any other officer of the court or official charged with taking over custody of Licensee’s assets or business, shall have any right to continue performance of this Agreement.

- 8.3 Licensee shall make and maintain detailed accurate books, records and accounts containing the information necessary to determine the Gross Sales of Goods. No more than once per calendar year, Licensor shall have the right, at its own expense, to audit such books, records, accounts and customer invoices and other supporting documentation. Licensor shall provide Licensee at least seven (7) days' written notice of its election to conduct such an audit and shall conduct such audit during normal business hours and while minimizing disruption to Licensee. Licensee shall co-operate in conducting such audit, without charge, and shall make such documents available for inspection and copying and shall make such personnel available for interviews as may be reasonably necessary to allow Licensor to perform the audit.
- 8.4 Upon and after the expiration or termination of this Agreement, all rights granted to Licensee hereunder shall forthwith, immediately and automatically revert to Licensor, and Licensee shall immediately cease any further use of any of the Licensed Marks, or make any further direct or indirect reference to any of the Licensed Marks in connection with any of the Licensee's products and business.

9. Confidentiality.

Licensor and Licensee each agree to keep confidential and not to use or disclose any information transmitted to or obtained by the other party, its business or products, which either party identifies as being proprietary or confidential, or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential.

10. General.

- 10.1 *Notices:* All reports, communications, requests or notices required by or permitted under this Agreement shall be in writing and shall be deemed to be duly given on the date same is hand delivered and acknowledged or, if mailed, when mailed by certified or registered mail, return receipt requested, to the party concerned at the following address:

If to Licensor:

Wissahickon Spring Water, Inc.
316 South Front Street
Hamburg, Pennsylvania 19526

If to Licensee:

Trident, LLC
316 South Front Street
Hamburg, Pennsylvania 19526

Either party may change the address to which such notices and communication shall be sent by written notice to the other party, provided that any notice of change of address shall be effective only upon receipt.

- 10.2 *Assignment*: The rights and obligations of Licensee under this Agreement may be assigned by Licensee only with the prior written consent of Licensor, which consent shall not be unreasonably withheld, provided that this Agreement may be assigned: (a) in the event that Licensee undergoes any merger or business combination, to the surviving entity of any such merger or business combination; (b) in the event that all or substantially all of the assets of Licensee are sold, to the purchaser of such assets; and (c) to an Affiliate; provided that in each case such assignee shall agree in writing addressed to Licensor to be bound by all the terms and conditions of this Agreement.
- 10.3 *No Sublicenses*: Except as expressly set forth in this Agreement, the rights and obligations of Licensee under this Agreement may not be sublicensed by Licensee without the prior written consent of Licensor, which it may give or withhold in its absolute discretion.
- 10.4 *Independent Contractors*: The parties to this Agreement are independent contractors. Neither this Agreement nor the performance by the parties of their respective obligations hereunder, will create an association, partnership, joint venture, or any relationship of principal and agent, master and servant or employer and employee, between the parties. Neither party shall have the right, power or authority (whether express or implied) to act, make any representation, assume any duty or obligation on behalf of, or bind the other party.
- 10.5 *Governing Law*: This Agreement has been entered into in the Commonwealth of Pennsylvania and shall be construed by and interpreted and enforced in accordance with the laws of that state without regard to principles of conflict of laws. The headings given to the paragraphs and sub-paragraphs of this Agreement are for the convenience of the parties only and are not to be used in any interpretation of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 10.6 *Force Majeure*: If the performance of any obligation hereunder shall be delayed due to any cause beyond the reasonable control of Licensor or Licensee, then the party affected shall be excused from performance of such obligation during the period of such delay, provided however, that such party shall take all reasonable steps to remove such causes of delay and, upon their removal, continue its performance hereunder.
- 10.7 *Severability*: If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the

parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid or unenforceable provisions.

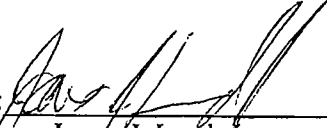
- 10.8 *Waiver:* No waiver by any party of a breach of any covenant or condition of this Agreement by any other party shall be construed to be a waiver of any succeeding breach of the same or any other covenant or condition. This Agreement may not be changed or amended except by a writing expressly referring to this Agreement and signed by both parties.
- 10.9 *Entire Agreement:* This Agreement, including the exhibit hereto, sets forth the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements, arrangements or understandings, written or oral, concerning such subject matter.
- 10.10 *Surviving Provisions:* Sections 5, 7 and 10 shall survive any termination or expiration of this Agreement.
- 10.11 *Counterparts:* This Agreement may be executed in counterparts by the parties, with each such counterpart then being considered one and the same and both of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Wissahickon Spring Water, Inc.

Trident, LLC

By: 
Name: James J. Land, Jr.
Title: President

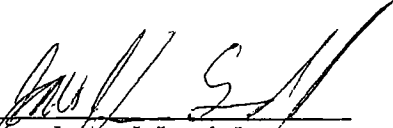
By: 
Name: James J. Land, Jr.
Title: Manager

Exhibit A

Listing of Common Law and Registered Trademarks

Mark	<i>Goods / Services</i>	Registration No.	<i>Reg. Date / Filing Date</i>	Jurisdiction
APPALACHIAN MOUNTAIN SPRING WATER	spring water	1,659,063	10.1.91	U.S.

Wissahickon has common law trademark rights in the names “Wissahickon Spring Water” and “Wissahickon Mountain Spring Water.”

Exhibit B

Wissahickon Spring Water, Inc. Trademark Use Control Specification and Guidelines

1. Licensee recognizes the value of the goodwill associated with the Wissahickon name, trademarks, and other intellectual property of Wissahickon Spring Water, Inc. ("Wissahickon"), and acknowledges that such name, trademarks, and other intellectual property, and all rights therein and any and all goodwill pertaining thereto belong exclusively to Wissahickon.

2. The Licensee shall undertake all necessary efforts to ensure that the quality of the products being commercialized by Licensee under the Licensed Marks shall meet the high quality standards associated with Wissahickon and the Licensed Marks.

3. Licensee agrees to use all, and not alter any appropriate trademark notices on any packaging, promotional materials or similar type brochures that include any of the License Marks.

4. Wissahickon shall have the right to review and approve or reject any and all products commercialized by the Licensee, to ensure that the products meet the quality standards necessary to enhance name, trademark and goodwill of Wissahickon relating to the trademarks being licensed.

5. Licensee agrees to cooperate with Wissahickon in connection with any and all reviews of the products being commercialized under any of the Licensed Marks.

6. If Wissahickon notifies Licensee that any products being commercialized under any of the Licensed Marks, fails to meet the quality standards of Wissahickon, then Licensee agrees to take steps to immediately correct such failure to meet the Wissahickon quality standards. Licensee agrees to fully correct such failures to meet the Wissahickon quality standards within a reasonable period of time not to exceed thirty (30) days.

7. If Licensee does not correct any identified failure to meet the Wissahickon quality standards, Wissahickon may, in its sole discretion, terminate this License Agreement immediately for cause.