

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

R. TODD NEILSON
(SOLELY IN HIS CAPACITY AS CHAPTER 11 TRUSTEE FOR
Le-NATURE'S, INC., A DELAWARE CORPORATION)

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other BANKRUPTCY TRUSTEE
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 10/04/2007

- 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: CS ACQUISITION, L.P.
 Internal Address: _____
 Street Address: 11 LLOYD AVENUE
 City: LATROBE
 State: PENNSYLVANIA
 Country: USA Zip: 15650

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
 Citizenship _____
 Citizenship PENNSYLVANIA
 Citizenship _____
 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)
SEE SCHEDULE A

B. Trademark Registration No.(s)
SEE SCHEDULE B

Additional sheet(s) attached? Yes No

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

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

Name: DAVID V. RADACK, ESQUIRE
 Internal Address: _____
ECKERT SEAMANS, CHERIN & MELLOTT, J.L.C.
 Street Address: 600 GRANT STREET, 44TH FLOOR
 City: PITTSBURGH
 State: PENNSYLVANIA Zip: 15219
 Phone Number: 412-566-2077
 Fax Number: 412-566-6099
 Email Address: dradack@eckertseamans.com

6. Total number of applications and registrations involved: 15

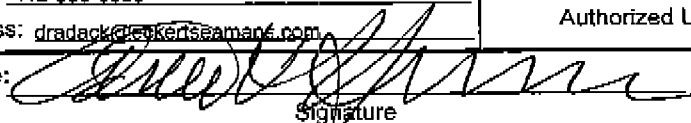
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- 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 02-2556
 Authorized User Name ECKERT SEAMANS

9. Signature:



10/24/2007

Date

DAVID V. RADACK

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

CIH \$390.00 022556 76315327

SCHEDULE A
TRADEMARKS

A. Registrations**United States**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. LE-NATURE'S (word mark)	1,784,962	July 27, 1993
2. OPEN YOUR EYES DRINK PASTEURIZED	2,342,536	April 18, 2000
3. CERTIFIED FULLY PASTEURIZED FP design	2,630,038	October 8, 2002
4. Miscellaneous Design	2,759,895	September 2, 2003
5. AQUA XTRA	2,781,332	November 11, 2003
6. LE-NATURE'S and Design	2,809,106	January 27, 2004
7. LE NATURE'S (word mark)	2,853,154	June 15, 2004
8. Bottle Design	2,946,381	May 3, 2005
9. Bottle Design	2,948,629	May 10, 2005
10. AQUAADE	3,217,217	March 13, 2007

Canada

1. LE NATURE'S	628,915	December 22, 2004
2. LE-NATURE'S	645,486	August 9, 2005
3. AQUA XTRA	645,055	July 28, 2005

B. Applications

<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
1. Bottle Design	76/315,327	September 19, 2001
2. REDEEM	78/848,036	March 28, 2000
3. SAMURAI TEA	78/626,817	May 10, 2006
4. REDEEM ORGANIC	77/009,347	September 28, 2006
5. AQUAADE	77/028,065	October 24, 2006

SCHEDULE A**TRADEMARK COVER SHEET****R. TODD NELSON, TRUSTEE, ASSIGNOR****TO****CS ACQUISITION, L.P., ASSIGNEE****U.S. TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>SERIAL NO.</u>
BOTTLE DESIGN	76/315,327
REDEEM	78/848,036
SAMURAI TEA	78/626,817
REDEEM ORGANIC	77/009,347
AQUAADE	77/028,065

SCHEDULE B**TRADEMARK COVER SHEET****R. TODD NEILSON, TRUSTEE, ASSIGNOR****TO****CS ACQUISITION, L.P., ASSIGNEE****U.S. TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
LE-NATURE'S (word mark)	1,784,962
OPEN YOUR EYES DRINK PASTEURIZED FP (DESIGN)	2,342,536
CERTIFIED FULLY PASTEURIZED FP (DESIGN)	2,630,038
MISCELLANEOUS DESIGN	2,759,895
AQUA XTRA	2,781,332
LE-NATURE'S AND DESIGN	2,809,106
LE NATURE'S (word mark)	2,853,154
BOTTLE DESIGN	2,946,381
BOTTLE DESIGN	2,948,629
AQUAADE	3,217,217

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of this 4th day of October, 2007, by R. Todd Neilson, solely in his capacity as Chapter 11 trustee for Le-Nature's, Inc., a Delaware corporation, 11 Lloyd Avenue, Latrobe, Pennsylvania 15650 ("Assignor"), to CS Acquisition, L.P., a Pennsylvania limited partnership ("Assignee").

RECITAL

Cadbury Schweppes Bottling Group, Inc. and Assignor are parties to an Asset Purchase Agreement, dated as of September 10, 2007, as modified and amended by that certain First Amendment to Asset Purchase Agreement of even date herewith (collectively, the "Agreement"), pursuant to which Assignor has agreed to sell to Cadbury Schweppes Bottling Group, Inc., and Cadbury Schweppes Bottling Group, Inc. has agreed to buy from Assignor, the Intangible Property (as defined in the Agreement), including without limitation the trademarks of Assignor. Pursuant to and subject to the limitation set forth in Section 11.15 of the Agreement, Assignor has agreed to transfer Assignor's right, title and interest in the Property to such other entity(ies) as may be designated by Cadbury Schweppes Bottling Group, Inc., which Cadbury Schweppes Bottling Group, Inc. has designated as the Assignee herein as to the assets described below.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's registered domestic and foreign trademarks and trademark applications, including without limitation the trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and Canada, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2, the acknowledgement and disclaimer set forth in Section 7, and the limitation on recourse set forth in Section 11.24 thereof).

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles of conflicts of laws thereunder.

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IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

By: *R. Todd Neilson*
R. Todd Neilson
Solely in his capacity as Chapter 11
Trustee for
Le-Nature's, Inc

[SEAL]

State of California
Los Angeles)
County of Los Angeles) ss.:

On this 4 day of October, 2007, before me, Victoria Lynn Doran personally appeared R. Todd Neilson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Victoria Lynn Doran
Notary Public

