

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
C.S. ACQUISITION, L.P.		10/08/2007	LIMITED PARTNERSHIP: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	PHOENIX INTANGIBLES HOLDING COMPANY
<b>Street Address:</b>	TWO GREENVILLE CROSSING, SUITE 220
<b>Internal Address:</b>	4005 KENNETT PIKE
<b>City:</b>	GREENVILLE
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19807
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1784962	LE-NATURE'S
Registration Number:	2342536	OPEN YOUR EYES DRINK PASTEURIZED!
Registration Number:	2630038	CERTIFIED FULLY PASTEURIZED FP
Registration Number:	2759895	
Registration Number:	2781332	AQUA XTRA
Registration Number:	2809106	LE NATURE'S
Registration Number:	2853154	LE NATURE'S
Registration Number:	2946381	
Registration Number:	2948629	
Registration Number:	3217217	AQUAADE
Serial Number:	76315327	
Serial Number:	78848036	REDEEM
Serial Number:	78626817	SAMURAI TEA

OP \$390.00 1784962

Serial Number:	77009347	REDEEM ORGANIC
Serial Number:	77028065	AQUAADE

**CORRESPONDENCE DATA**

Fax Number: (412)566-6099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (412) 566-6777  
Email: dradack@eckertseamans.com  
Correspondent Name: DAVID V. RADACK, ESQUIRE  
Address Line 1: ECKERT SEAMANS CHERIN & MELLOTT, LLC  
Address Line 2: 600 GRANT STREET, 44TH FLOOR  
Address Line 4: PITTSBURGH, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	076021-00683
NAME OF SUBMITTER:	David V. Radack
Signature:	/David V. Radack/
Date:	11/27/2007

**Total Attachments: 4**  
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of this 8<sup>th</sup> day of October, 2007, by, C.S. Acquisition, L.P., a Pennsylvania limited partnership, 11 Lloyd Avenue, Latrobe, Pennsylvania 15650 ("Assignor"), to Phoenix Intangibles Holding Company, a Delaware corporation ("Assignee").

### RECITAL

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 and other good and valuable consideration, 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.

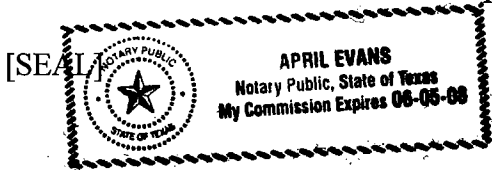
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles of conflicts of laws thereunder.

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

CS Acquisition, L.P.

By: CS Acquisition, LLC, its sole General Partner

By: Will M. [Signature]  
Title: VP



State of Texas )  
County of Dallas ) ss.:

On this 8th day of October, 2007, before me, \_\_\_\_\_, personally appeared William M. [Signature] personally known to me (or proved to me on the basis of satisfactory evidence) to be the duly authorized representative of CS Acquisition, LLC, 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.

[Signature]  
Notary Public

**SCHEDULE A**  
**TRADEMARKS**

**A. Registrations**

**United States**

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

**Canada**

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

**B. Applications**

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