

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Crystal Rock LLC | | 04/05/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 777 Main Street | | |
| City: | Hartford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06115 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1839559 | COOL BEANS | |
| Registration Number: | 2812974 | COOL BEANS | |
| Serial Number: | 77708220 | SINCE 1914 CRYSTAL ROCK BOTTLED WATER WHAT EVERY BODY NEEDS | |
| Serial Number: | 77870229 | COOL BEANS | |
| Serial Number: | 77897848 | BC COOL BEANS COFFEE | |
| Serial Number: | 77897851 | BC COOL BEANS COFFEE | |
| Serial Number: | 77897853 | BC COOL BEANS COFFEE | |
| Serial Number: | 77902563 | C B | |
| Serial Number: | 77902567 | C B | |
| Serial Number: | 77902569 | C B | |
| Serial Number: | 77924996 | VERMONT PURE NATURAL SPRING WATER | |
| Serial Number: | 77925001 | CRYSTAL ROCK OFFICE | |
| Serial Number: | 77925530 | CRYSTAL ROCK WATERS | |

OP \$365.00 1839559

900158903

TRADEMARK
REEL: 004180 FRAME: 0481

| | | |
|----------------|----------|--------------|
| Serial Number: | 77926846 | CRYSTAL ROCK |
|----------------|----------|--------------|

CORRESPONDENCE DATA

Fax Number: (860)240-2513

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860.240.2935

Email: michelle.fournier@bingham.com

Correspondent Name: Michelle Walters Fournier, RP

Address Line 1: One State Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Hartford, CONNECTICUT 06103

| | |
|--------------------|---------------------------|
| NAME OF SUBMITTER: | Michelle Walters Fournier |
|--------------------|---------------------------|

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|------------|-----------------------------|
| Signature: | /Michelle Walters Fournier/ |
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| | |
|-------|------------|
| Date: | 04/06/2010 |
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Total Attachments: 12

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EXECUTION VERSION

SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

CRYSTAL ROCK LLC

This **SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement"), dated as of April 5, 2010, is by and between **CRYSTAL ROCK LLC**, a Delaware limited liability company, having its principal place of business at 1050 Buckingham Street, Watertown, Connecticut 06795 (the "Assignor"), and **BANK OF AMERICA, N.A.** a national banking association, having an office at 777 Main Street, Hartford, Connecticut 06115, as administrative agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become parties to an Amended and Restated Credit Agreement dated as of the date hereof by and among the Assignor, Vermont Pure Holdings, Ltd. ("Holdings"), Crystal Rock Holdings, Inc. ("Crystal Rock Holdings"), the Lenders and the Agent (as amended and in effect from time to time, the "Credit Agreement").

RECITALS

WHEREAS, Holdings, Assignor, the Lenders and certain other lenders party thereto (collectively, the "Original Lenders") and the Agent, as administrative agent for the Original Lenders, entered into a Credit Agreement dated as of April 5, 2005, as amended by a First Amendment Agreement dated as of September 1, 2005, a Second Amendment Agreement dated as of March 23, 2006, a Third Amendment Agreement dated as of July 5, 2007 and a Fourth Amendment Agreement dated as of May 22, 2008 (as heretofore amended, the "Original Credit Agreement"), pursuant to which the Original Lenders, subject to the terms and conditions contained therein, provided certain financial accommodations to Holdings and Assignor; and

WHEREAS, the Assignor executed and delivered to the Agent, for the benefit of the Original Lenders and the Agent, a certain Security Agreement dated as of April 5, 2005 (the "Original Security Agreement") pursuant to which the Assignor granted to the Agent, for the benefit of the Original Lenders and the Agent, a security interest in all of the Assignor's assets, including, without limitation, all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Obligations (as defined in the Original Credit Agreement);

WHEREAS, in connection with the transactions contemplated by the Original Security Agreement, the Assignor and the Agent entered into a Trademark Collateral Security and Pledge Agreement dated as of April 5, 2005 (the "Assignor Trademark Security Agreement") pursuant to which the Assignor granted to the Agent, for the benefit of the Original Lenders and the Agent, a security interest in and lien on all of the Assignor's Pledged Trademarks, as such term is defined in the Assignor Trademark Security Agreement;

WHEREAS, the Assignor Trademark Security Agreement was filed on April 7, 2005 (Reel/Frame Number 003086/0509) with the United States Patent and Trademark Office (the "PTO");

WHEREAS, subsequent to the execution, delivery and recording of the Assignor Trademark Security Agreement, the Assignor has adopted, acquired or been granted the trademarks and has filed or

made the trademark applications set forth on Schedule A hereto (such trademarks and trademark applications being, collectively, referred to herein as the "Supplemental Trademarks"), all subject to the security interest and lien in favor of the Agent, for the benefit of the Original Lenders and Agent pursuant to the terms of the Original Security Agreement and Assignor Trademark Security Agreement; and

WHEREAS, the Original Credit Agreement shall be amended and restated in its entirety by the Credit Agreement as set forth therein and shall remain in full force and effect as set forth therein; and

WHEREAS, Holdings, Assignor, the Lenders and the Agent now wish to amend and restate the Original Security Agreement by entering into that certain Amended and Restated Security Agreement dated of even date herewith by and among Holdings, Assignor, Crystal Rock Holdings, and the Agent, for itself and the Lenders, which shall amend and restate in its entirety the Original Security Agreement (the "Security Agreement");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Security Agreement and the Assignor Trademark Security Agreement, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Agent, for the benefit of the Lenders and the Agent, of a security interest in the Supplemental Trademarks, the Trademark rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Trademark license rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds") (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Trademark License Rights and Supplemental Proceeds are collectively referred to herein as the "Supplemental Trademark Collateral"), and the Assignor's collateral future assignment to the Agent of the Supplemental Trademark Collateral, all as contemplated by the Assignor Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth in the Security Agreement and the Assignor Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Agent hereby agree as follows:

§1. DEFINITIONS. All capitalized terms used herein without definition, including, without limitation, the term "Obligations", shall have the respective meanings provided therefor in the Credit Agreement, Security Agreement and the Assignor Trademark Security Agreement.

§2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

§2.1. Grant of Security Interest; Assignment of Marks. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Credit Agreement), the Assignor hereby grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Trademark Collateral to the Agent, for the benefit of the Lenders and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's

remedies under this Agreement, the Assignor Trademark Security Agreement and the Security Agreement. The Agent will give prompt notice of any such completion and recording of any Assignment of Marks pursuant to this Section 2.1.

§2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Trademark Collateral provided in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Lenders and the Agent (and confirms its grant, assignment, transfer and conveyance to the Agent, for the benefit of the Lenders and the Agent pursuant to the Assignor Trademark Security Agreement), by way of collateral security, the Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral, provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of amounts outstanding is automatic under the Loan Documents or upon the sale or other disposition of or foreclosure upon the Supplemental Trademark Collateral pursuant to the Security Agreement or Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Supplemental Trademark Collateral by the Assignor). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". THE AGENT ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

§2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Assignor Trademark Security Agreement with respect to the Trademark Collateral, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

§2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent, for the benefit of the Lenders and the Agent, in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Credit Agreement, the Security Agreement, the Assignor Trademark Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Credit Agreement, the Security Agreement, the Assignor Trademark Security Agreement, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Trademark Collateral, (and any and all obligations of the Assignor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent, for the benefit of the Lenders and the Agent, (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Credit Agreement, the Security Agreement and the Assignor Trademark Security Agreement. The Credit Agreement, the Security Agreement, the Assignor Trademark Security Agreement, and all rights and interests of the Agent, for the benefit of the Lenders and the Agent, in and to the Collateral (including the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

§3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

§3.1. Schedule A to the Assignor Trademark Security Agreement (the "Original Schedule A"), is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, together, the Original Schedule A and the New Schedule A constitute a true and complete list of all United States Trademarks, all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant to which the Assignor has the right to utilize the Licensed Trademarks.

§3.2. The term "Pledged Trademarks", as defined and used in the Assignor Trademark Security Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Proceeds and the Supplemental Trademark Collateral.

§3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in Section 3 of the Assignor Trademark Security Agreement, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Trademarks and the Supplemental Trademark Collateral with the same force and effect as though set forth herein in their entirety.

§3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Trademarks (including without limitation the Supplemental Trademark Collateral) or any portion thereof, as set forth in the Assignor Trademark Security Agreement and the Security Agreement, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Trademarks (including without limitation the Supplemental Trademark Collateral) with the same force and effect as though set forth herein in their entirety.

§4. OTHER TERMS AND CONDITIONS OF THE ASSIGNOR TRADEMARK SECURITY AGREEMENT. This Agreement incorporates by reference all other terms and conditions contained in the Assignor Trademark Security Agreement to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Without limiting the foregoing, the parties expressly agree and acknowledge that Section 12 (Termination) of the Assignor Trademark Security Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement as of the date first set forth above.

CRYSTAL ROCK LLC

By: _____

Name: Peter K. Baker

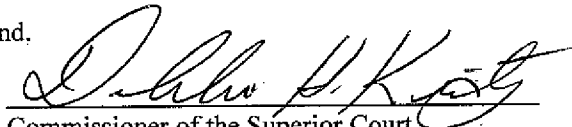
Title: Chief Executive Officer and Manager

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ss. _____

On this the 30 day of March, 2010, before me, the undersigned officer, personally appeared Peter K. Baker, who acknowledged himself to be the Chief Executive Officer and Manager of Crystal Rock LLC, and that he as such Chief Executive Officer and Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Crystal Rock LLC by himself as such Chief Executive Officer and Manager, and as his and its free act and deed.

In witness whereof I hereunto set my hand.


Commissioner of the Superior Court

Notary Public Debbie H. Kritz
My Commission Expires:



DEBBIE H. KRITZ
Commission DD 748893
Expires April 1, 2012
Bonded Thru Troy Pain Insurance 800-385-7019

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 004180 FRAME: 0487

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Christopher T. Phelan

Title: Senior Vice President

Supplemental Trademarks

Schedule A

Trademarks and Trademark Registrations

Registrations --
United States Patent and Trademark Office

| <u>Trademark or Service Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------------------------|-------------------------|--------------------------|
| COOL BEANS | 1839559 | 6/14/94 |
| COOL BEANS (AND DESIGN) | 2812974 | 2/10/04 |

Applications--
United States Patent and Trademark Office

| <u>Trademark or Service Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|--|-------------------|--------------------|
| SINCE 1914 CRYSTAL ROCK BOTTLED WATER WHAT EVERYBODY NEEDS (AND DESIGN) | 77/708220 | 4/7/09 |
| COOL BEANS | 77/870229 | 11/11/09 |
| BC COOL BEANS COFFEE (AND DESIGN) | 77/897848 | 12/21/09 |
| BC COOL BEANS COFFEE (AND DESIGN) | 77/897851 | 12/21/09 |
| BC COOL BEANS COFFEE (AND DESIGN) | 77/897853 | 12/21/09 |
| CB (AND DESIGN) | 77/902563 | 12/30/09 |
| CB (AND DESIGN) | 77/902567 | 12/30/09 |
| CB (AND DESIGN) | 77/902569 | 12/30/09 |
| VERMONT PURE NATURAL SPRING WATER (AND DESIGN) | 77/924996 | 2/1/10 |
| CRYSTAL ROCK OFFICE (AND DESIGN) | 77/925001 | 2/1/10 |
| CRYSTAL ROCK WATERS (AND DESIGN) | 77/925530 | 2/2/10 |
| CRYSTAL ROCK (AND DESIGN) | 77/926846 | 2/3/10 |

Canada Registrations

| <u>Trademark or Service Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------------------------|-------------------|--------------------|
| B DESIGN | 1465027 | 1/7/10 |

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Crystal Rock LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 1050 Buckingham Street, Watertown, Connecticut 06795 ("Crystal Rock"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the _____ of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

WHEREAS, pursuant to and subject to the terms and conditions of a certain Supplemental Trademark Collateral and Security Pledge Agreement entered into contemporaneously herewith by the Parties, the Parties are entering into this Assignment of Trademarks and Service Marks (U.S.).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Crystal Rock does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[remainder of page intentionally blank; next page is signature page]

IN WITNESS WHEREOF, Crystal Rock, by its duly authorized officer, has executed this assignment, on this ____ day of _____, 20__.

CRYSTAL ROCK LLC

By: _____

Name: Peter K. Baker

Title: Chief Executive Officer and Manager

STATE OF _____)

)

ss. _____

COUNTY OF _____)

On this the _____ day of _____, 2010, before me, the undersigned officer, personally appeared Peter K. Baker, who acknowledged himself to be the Chief Executive Officer and Manager of Crystal Rock LLC, and that he as such Chief Executive Officer and Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Crystal Rock LLC by himself as such Chief Executive Officer and Manager, and as his and its free act and deed.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court

Notary Public

My Commission Expires:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by Crystal Rock to the Assignee is hereby accepted as of the ___ day of _____, 20__.

as Administrative Agent

By: _____
Name:
Title:

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]