

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 08/22/2003 | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | GW Mergerco, Inc. | | 08/22/2003 |
| | Water Island, Inc. | | 08/22/2003 |
| | | | Entity Type |
| | | | CORPORATION: INDIANA |
| | | | CORPORATION: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Glacier Water Services, Inc. | | |
| Street Address: | 1385 Park Center Drive | | |
| City: | Vista | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92081 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 2845030 | WATER ISLAND |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (317)231-7433 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3172361313 | | |
| Email: | mfrisby@btlaw.com | | |
| Correspondent Name: | Mary Jane Frisby | | |
| Address Line 1: | 11 South Meridian Street | | |
| Address Line 2: | Barnes & Thornburg LLP | | |
| Address Line 4: | INDIANAPOLIS, INDIANA 46204-3535 | | |
| ATTORNEY DOCKET NUMBER: | 35577-73812 | | |
| NAME OF SUBMITTER: | Mary Jane Frisby | | |

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| Signature: | /mjf/ |
| Date: | 05/25/2010 |
| Total Attachments: 9 source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif source=Merger#page5.tif source=Merger#page6.tif source=Merger#page7.tif source=Merger#page8.tif source=Merger#page9.tif | |

AGREEMENT AND PLAN OF MERGER

dated as of August 22, 2003

among

GW MERGERCO, INC.,

GLACIER WATER SERVICES, INC.,

and

WATER ISLAND, INC.

AGREEMENT AND PLAN OF MERGER (together with the Schedules and Exhibits hereto, the "Agreement"), dated as of August 22, 2003, among GW Mergerco, Inc., an Indiana corporation ("GW"), Glacier Water Services, Inc., a Delaware corporation ("Parent"), and Water Island, Inc., an Indiana corporation (the "Company").

The Board of Directors of each of the Company and GW believes that it is in the best interests of each company and their respective shareholders that the Company and GW combine into a single company through the statutory merger of GW with and into the Company (the "Merger") and, in furtherance thereof, along with the sole shareholder of GW, have approved the Merger.

Pursuant to the Merger, among other things, the outstanding shares of Company Common Stock shall be converted into the right to receive cash as determined herein.

The Company, Parent and GW desire to make certain representations and warranties and other agreements in connection with the Merger.

Certain capitalized terms used herein are defined in Exhibit A. Additionally, Exhibit A references the sections in which other capitalized terms are defined throughout this Agreement.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I THE MERGER

Section 1.1. The Merger. At the Effective Time (as defined in Section 1.2) and on the terms and subject to conditions of this Agreement, GW shall be merged with and into the Company, the separate corporate existence of GW shall cease and the Company shall continue as the surviving corporation. The Company as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

Section 1.2. Effective Time. On October 6, 2003, or such later date mutually satisfactory to the Company and GW which is no later than the fifth Business Day after the satisfaction or waiver of the conditions set forth in Article V, the parties hereto shall cause the Merger to be consummated by executing the Plan of Merger attached hereto as Exhibit D and by filing Articles of Merger, with such Plan of Merger attached thereto, with the Secretary of State of the State of Indiana, in such form as required by, and executed in accordance with the relevant provisions of, Indiana Law (the time of such filing with the Secretary of the State of Indiana being the "Effective Time"). The closing of the transactions contemplated hereby (the "Closing") shall take place at 10:00 a.m. at the offices of Kayne Anderson Investment Management, Inc., 1800 Avenue of the Stars, Suite 200, Los Angeles, California 90067 on the date of the Effective Time (the "Closing Date").

Section 1.3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided under Indiana Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and GW shall vest in the Surviving Corporation, and all debts,

liabilities and duties of the Company and GW shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.4. Articles of Incorporation; By-laws.

(a) Unless otherwise determined by Parent prior to the Effective Time, at the Effective Time the Articles of Incorporation of GW as in effect, immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by Law and such Articles of Incorporation.

(b) The by-laws of GW, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation until thereafter amended.

Section 1.5. Directors and Officers. The directors of GW immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and by-laws of the Surviving Corporation, and the officers of GW immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

Section 1.6. Effect of the Merger on the Capital Stock of the Company. At the Effective Time, (a) each share of Company Common Stock other than Dissenting Shares will be converted into the right to receive, upon surrender of the certificates representing shares of Company Common Stock by the holders thereof in the manner provided in Section 1.11, cash payable by Parent and/or the Surviving Corporation to the holders thereof at the times and in the amounts determined pursuant to Sections 1.8, 1.9 and 1.10 hereof, and (b) each Dissenting Share shall be converted into the right to receive the "fair value" thereof as determined under the applicable provisions of the Indiana Business Corporation Law, I.C. 23-1-44.

Section 1.7. Effect of the Merger on the Capital Stock of GW. Each share of common stock of GW issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation. Each stock certificate of GW evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

Section 2.5. Intellectual Property.

(a) Schedule 2.5(a) hereto contains a true, accurate and complete list of all patents, trademarks, trade names and trade dress, whether or not registered, and trade secrets, service marks and copyrights, and corresponding registrations and applications for registrations thereof, worldwide, which are now owned, used or held for use by the Company. The Company has sole and exclusive beneficial and record ownership and legal title of the Intellectual Property set forth on Schedule 2.5(a) as being owned by the Company, free and clear of Encumbrances (including any rights or claims of present or former employees, consultants, officers and directors of the Company or any other Persons), except Permitted Encumbrances, and of any obligations to pay royalties or other remuneration to any Person. Schedule 2.5(a) hereto further sets forth a true, accurate and complete list of all Outstanding IP Licenses, identifying the other parties thereto and the subject matter and date thereof, any royalty or other payment obligations, the term thereof, and any exclusivity obligations. No Outstanding IP License requires any payment of any nature, cash or non-cash, or approval from, any past or present officer, director, shareholder or Affiliate of the Company.

(b) Except as set forth in Schedule 2.5(b) hereto, or as do not individually or in the aggregate have a Material Adverse Effect, (i) the Company has sufficient title, ownership or IP Licenses of Intellectual Property (whether or not listed in Schedule 2.5(b)

hereto or 2.5(a)) necessary for its business as now conducted without any conflict with or infringement of the rights of others, and (ii) such rights will not be adversely affected by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(c) Except as set forth in Schedule 2.5(c) hereto, or as do not individually or in the aggregate have a Material Adverse Effect, (i) the Company has not been or is not now interfering with, infringing upon, misappropriating, or otherwise in conflict with or violating any Intellectual Property Rights of other Persons, (ii) the Company has not received any communications alleging that it has infringed, misappropriated or violated or, by conducting its business, would infringe, misappropriate or violate any of the Intellectual Property Rights of any other Person and (iii) to the Knowledge of the Company there is no basis for the making of any such allegation.

(d) There is not pending, nor to the Knowledge of the Company, has there been threatened, any Action to contest, oppose, cancel or otherwise challenge the validity, ownership or enforceability of any of the Intellectual Property of the Company.

(e) To the Knowledge of the Company, except as set forth in Schedule 2.5(e), no Person is infringing any of the Intellectual Property of the Company, with such exceptions as do not individually or in the aggregate have a Material Adverse Effect.

(f) To the Knowledge of the Company, none of the employees of the Company is obligated under any contract (including IP Licenses, Licenses, covenants or commitments of any nature) or other agreement or arrangement (oral or written), or subject to any judgment, decree or order of any Government Authority, that would interfere with the use of the best efforts of such employee to promote the interests of the Company or that would conflict with the business of the Company as currently conducted. To the Knowledge of the Company, no consultant of the Company is obligated under any contract (including IP Licenses, Licenses, covenants or commitments of any nature) or other agreement or arrangement (oral or written), or subject to any judgment, decree or order of any Government Authority, that would interfere with such consultant's performance of its contractual obligations or other currently contemplated duties to the Company. Neither the execution nor delivery of this Agreement or the consummation of the transactions contemplated hereby, nor the carrying on of the Business by the employees of and the consultants to the Company's, nor the conduct of its business, will, to the Knowledge of the Company, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any Law, contract, covenant or instrument to or under which any of such employees or consultants is now subject to or obligated. To the Knowledge of the Company, it will not be necessary to utilize any inventions of the Company's employees or consultants (or Persons the Company currently intends to hire or retain as consultants) made prior to their employment or engagement by the Company.

(g) Schedule 2.5(g) hereto sets forth a complete list of all Domain Names now used by the Company. All such Domain Names are currently registered and in good standing, and the Company is shown on the records of the registrar thereof as the sole owner thereof. The Company has not received notice or communication stating that any Person is challenging the right of the Company to use any such Domain Name.

(h) All Software which has been used and which is now being used by the Company has and is being used in compliance with all applicable IP License requirements, with such exceptions as do not individually or in the aggregate have a Material Adverse Effect.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day first above written.

GW:

GW MERGERCO, INC.

By: Brian McInerney
Brian McInerney, Chief Executive Officer

PARENT:

GLACIER WATER SERVICES, INC.

By: Brian McInerney
Brian McInerney, Chief Executive Officer

THE COMPANY:

WATER ISLAND, INC.

By: _____
James Neustel, President

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day first above written.

GW:

GW MERGERCO, INC.

By: Brian McInerney, Chief Executive Officer

PARENT:

GLACIER WATER SERVICES, INC.

By: Brian McInerney, Chief Executive Officer

THE COMPANY:

WATER ISLAND, INC.

By: James Neustel
James Neustel, President

Schedule 2.5 (a) Intellectual Property

The Company has an application pending at the United States Patent and Trademark Office to register the words "WATER ISLAND" as a registered trademark.