

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Volvic Limited | | 07/06/2010 | CORPORATION: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Beswick Limited | | |
| Street Address: | Fifteen Rosehill | | |
| Internal Address: | Montgomery Way, Rosehill Industrial Estate | | |
| City: | Carlisle | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | CA1 2RW | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0959819 | BESWICK | |
| Registration Number: | 1485294 | JOHN BESWICK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (215)981-4750 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 215.981.4194 | | |
| Email: | kennedyp@pepperlaw.com | | |
| Correspondent Name: | Paul J. Kennedy | | |
| Address Line 1: | Eighteenth & Arch Streets | | |
| Address Line 2: | 3000 Two Logan Square | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-2799 | | |
| ATTORNEY DOCKET NUMBER: | 129530.0001 | | |

OP \$65.00 0959819

DOMESTIC REPRESENTATIVE

900168015

**TRADEMARK
 REEL: 004249 FRAME: 0566**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Paul J. Kennedy |
| Signature: | /Paul J. Kennedy/ |
| Date: | 07/28/2010 |

Total Attachments: 9

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DATED 6 July 2010

- (1) VOLVIC LIMITED
- (2) BESWICK LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

baines wilson LLP

2 Merchants Drive
Carlisle
Cumbria CA3 0JW
DX 741450 Carlisle 10
Tel: 01228 552600
Fax: 01228 549560
Ref: JAH/B78.001

THIS DEED is dated

6 July

2010

PARTIES

- (1) **VOLVIC LIMITED** incorporated and registered in the Isle of man with company number 11168C whose registered office is at 29/31 Athol Street, Douglas, Isle of Man, IM1 1LB (**Assignor**).
- (2) **BESWICK LIMITED** incorporated and registered in England and Wales with company number 05738818 whose registered office is at Fifteen Rosehill, Montgomery Way, Rosehill Industrial Estate, Carlisle, CA1 2RW (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Main Agreement: an asset purchase agreement of even date entered into between the Assignor and the Assignee.

Trade Marks: the registered trade marks short particulars of which are set out in the Schedule.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 References to clauses and the Schedule are to the clauses and the schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing or written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **ASSIGNMENT**

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. **FURTHER ASSURANCE**

3.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including but not limited to registration of the Assignee as applicant or registered proprietor of the Trade Marks provided always that the Assignee shall be responsible for all costs relating to the recordal of the assignment of the Trade Marks from the Assignor to the Assignee.

3.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of John Hammond or any other person that the Assignee notifies to the Assignor from time to time; and
- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

3.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this agreement all deeds,

documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

- 3.4 The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of giving the Assignee the benefit of this agreement. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director of the Assignee or any person appointed in accordance with clause 3.6(c) that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case.
- 3.5 This power of attorney in clause 3.4 is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.
- 3.6 Without prejudice to clause 3.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take;
 - (b) exercise any rights which this agreement gives to the Assignor; and
 - (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 3.7 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause 3.

4. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. **ENTIRE AGREEMENT**

- 5.1 This agreement together with the Main Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 5.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement and/or the Main Agreement.
- 5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. **SEVERANCE**

- 7.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

9. **THIRD PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

10. **NOTICES**

10.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) Assignor: FAO: The Directors, 29/31 Athol Street, Douglas, Isle of Man IM1 1LB
- (b) Assignee: FAO: JOHN HAMMOND Woodslee House, Canonbie, Dumfriesshire, DG14 0TF

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

10.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. **GOVERNING LAW AND JURISDICTION**

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date

stated at the beginning of it.

Schedule 1 Trade Marks

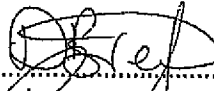

TRADEMARK: "BESWICK"

| COUNTRY | CLASS | REGISTRATION NUMBER |
|--------------|-----------|---------------------|
| Australia | 21 | 244299 |
| Canada | 21 | UCA 29688 |
| France | 21 | 1601127 |
| Germany | 21 | 890873 |
| Italy | 21 | 620584 |
| South Africa | 21 | B70/5312SA |
| UK | 20 | 1201523 |
| UK | 21 | 654190 |
| USA | 21 | 959819 |
| CTM | 20 and 21 | 4631701 |

TRADEMARK: "JOHN BESWICK"

| COUNTRY | CLASS | REGISTRATION NUMBER |
|-------------|-----------|---------------------|
| Australia | 20 | B396205 |
| Benelux | 20 | 393110 |
| South Korea | 43 | 128503 |
| South Korea | 26 | 129236 |
| USA | 21 | 1485294 |
| CTM | 20 and 21 | 4503066 |

Executed as a deed by
VOLVIC LIMITED
acting by:


.....
Director

.....
Director/Secretary

Executed as a deed by
BESWICK LIMITED
acting by a director
in the presence of:

.....
Director

.....
Signature of Witness

.....
Name

.....
Address

.....
Occupation

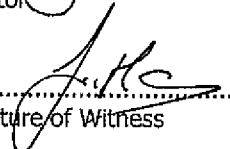
Executed as a deed by
VOLVIC LIMITED
acting by:

.....
Director

.....
Director/Secretary

Executed as a deed by
BESWICK LIMITED
acting by a director
in the presence of:


.....
Director


.....
Signature of Witness

J. HAWLEY
.....
Name

2 MERCHANTS DRNG
.....

CARLISLE
.....
Address

SOLICITOR
.....
Occupation