

**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
Athena Partners		07/09/2010	non-profit corporation: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	DS Waters of America, Inc.
<b>Street Address:</b>	5660 New Northside Drive, Suite 500
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2903885	ATHENA
Registration Number:	3030066	ATHENA
Registration Number:	2990282	ATHENA
Registration Number:	3143277	ATHENA
Registration Number:	3823247	ATHENA
Registration Number:	3838228	ATHENA
Serial Number:	77867384	ATHENA
Serial Number:	77931659	ATHENA
Registration Number:	3850480	ATHENA
Registration Number:	2924215	ATHENA PARTNERS
Registration Number:	3696998	EAT CHOCOLATE. FIND A CURE.
Registration Number:	3647052	EAT CHOCOLATE. FIND A CURE.
Registration Number:	3033282	
Registration Number:	2986142	VICTORY STARTS HERE!

**TRADEMARK**

**900182386**

**REEL: 004461 FRAME: 0299**

**CH \$390.00 2903885**

Registration Number:	2931796	
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**CORRESPONDENCE DATA**

Fax Number: (206)359-9000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (206) 359-8000  
Email: pctrademarks@perkinscoie.com  
Correspondent Name: Heidi L. Sachs  
Address Line 1: 1201 Third Avenue, Suite 4800  
Address Line 4: Seattle, WASHINGTON 98101-3099

ATTORNEY DOCKET NUMBER:	60391.4000.0000.GX56
NAME OF SUBMITTER:	Sarah J. Taylor
Signature:	/Sarah J. Taylor/
Date:	01/26/2011

Total Attachments: 8  
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## ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated and effective as of July 9, 2010, is entered into by and between ATHENA PARTNERS, a Washington nonprofit corporation ("Assignor"), and DS WATERS OF AMERICA, INC., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of July 9, 2010 (the "Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey, sell, transfer, deliver and assign to Assignee, and Assignee has agreed to purchase from Assignor, certain of the assets used or held for use in the Activity of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer and assign to the Assignee, and the Assignee has agreed to acquire from the Assignor, those certain (i) registered trademarks and service marks and trademark and service mark applications, and (ii) domain names set forth in Appendix A attached hereto and made a part hereof (collectively the "Trademarks"), including all of the goodwill and copyrights associated therewith (collectively, the "Intellectual Property").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the consideration provided in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of Rights.** Assignor hereby grants, bargains, conveys and assigns to the Assignee all rights, title and interest that the Assignor may have in and to the Intellectual Property, including, without limitation, (i) all common law rights and the goodwill associated with the Trademarks, (ii) all federal and state trademark registrations set forth in Appendix A and the goodwill associated therewith, (iii) the rights to file for United States or foreign registrations for the Trademarks and any renewals and extensions of such registrations, (iv) all royalties and payments attributable to sales of products by Licensees of the Intellectual Property that occur on and after the date herof, (v) the right to any causes of action, in law or in equity, for past, present or future infringement of the Intellectual Property, and (vi) all copyrights associated with the Trademarks.
2. **Recording Assignment.** Assignor further authorizes any official of any country or countries, whose duty it is to record intellectual property registrations, applications and title thereto, to extent applicable, to record the Trademarks and title thereto as the property of the Purchaser, its successors, legal representatives and assigns in accordance with the terms of this instrument.
3. **Conflict.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, conditions and limitations set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. **Further Assurances.** Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks and other Intellectual Property, at Assignee's expense.
5. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to the conflicts of law principles thereof.
7. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Executed counterparts may be delivered by fax or scan, with originals to be delivered promptly thereafter.

IN WITNESS WHEREOF, Assignor and Assignee each have caused this Agreement to be duly executed as of the date set forth above.

ASSIGNOR:

ATHENA PARTNERS

By: Patricia B. May  
Name: \_\_\_\_\_  
Title: Patricia B. May  
President

ASSIGNEE:

DS WATERS OF AMERICA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

- 4. Further Assurances. Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks and other Intellectual Property, at Assignee's expense.
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IN WITNESS WHEREOF, Assignor and Assignee each have caused this Agreement to be duly executed as of the date set forth above.

ASSIGNOR:

ATHENA PARTNERS

By:

Name:

Title:

ASSIGNEE:

DS WATERS OF AMERICA, INC.

By:

Name:

Title:

**APPENDIX A**


**Registered Domain Names with Expiration Dates**

<b>Base</b>	<b>.org</b>	<b>.com</b>	<b>.net</b>	<b>.cn</b>	<b>.in</b>	<b>.org.cn</b>	<b>.tw</b>
AthenaPartners	1/18/13	Not Avail	9/30/13	7/24/10	7/24/10	7/24/10	7/24/10
AthenaWater	9/22/12	9/30/12	9/30/12				
AthenaChocolate	2/5/12	9/30/12	9/30/12				
AthenaChocolates	2/5/12	9/30/12	9/30/12				
AthenaTea	2/6/12	9/30/12	9/30/12				
VictoryStartsHere	2/1/12	9/30/12	9/30/12				
WheresAthena	6/11/12	9/30/12	9/30/12				

ATHENA PARTNERS  
 Trademark Portfolio Report  
 As of June 24, 2010



**PRODUCTS & SERVICES- UNITED STATES**

Mark Name	Country	Class	Status / Sub Status	App. #	App. Date	Reg. #	Reg. Date	Goods / Services
ATHENA	U.S.	032	Registered	78/204,256	1/16/2003	2,903,885	11/16/2004	Bottled drinking water
ATHENA	U.S.	032	Intent to Use application - Pending Published for opposition 6/1/10	77/867,384	11/6/2009			Non-alcoholic beverages, namely, bottled water, mineral water, purified bottled drinking water, spring water, drinking water, carbonated water, sparkling water, soda water; flavored waters and flavored carbonated waters; bottled water and carbonated water enhanced with vitamins, minerals and antioxidants; flavored bottled waters and flavored carbonated water enhanced with vitamins, minerals and antioxidants; non-alcoholic fruit juice beverages; fruit-based beverages; fruit drinks; fruit juices; energy drinks; sports drinks; beverages flavored with tea; bottled water and carbonated water flavored with tea; soft drinks flavored with tea; fruit-based drinks flavored with tea; colas; soft drinks; soda pops
ATHENA	U.S.	030	Intent to Use application - Allowed for Registration Statement of Use accepted 6/16/10	78/700,789	8/25/2005			candies; chocolate; milk chocolate; chocolate-based products, namely, chocolate candies, chocolate truffles

Mark Name	Country	Class	Status	App. #	App. Date	Reg. #	Reg. Date	Goods / Services
ATHENA	U.S.	029	Intent to Use application - Pending Published for opposition 6/22/10	77/931,659	2/9/2010			Yogurt; Yogurt-based beverages
ATHENA	U.S.	018	Intent to Use application - Allowed Statement of Use filed 6/12/10	77/126,276	3/8/2007			Bags, namely, all purpose sport bags, athletic bags, carrying bags, duffel bags, gym bags, tote bags, travel bags, and shoulder bags
ATHENA and Design  ATHENA	U.S.	025	Intent to Use application - Allowed Statement of Use filed 6/18/10	77/357,424	12/20/2007			Clothing, namely, t-shirts, tops, sweatshirts, shirts, scarves, sweaters; headgear, namely, headwear, caps, hats, head scarves; bandanas
ATTIENA	U.S.	025	Registered	78/502,129	10/19/2004	3,143,277	9/12/2006	Wristbands
ATHENA	U.S.	036	Registered	78/210,927	2/4/2003	2,990,282	8/30/2005	Charitable fund raising
ATHENA	U.S.	035	Registered	78/219,346	2/26/2003	3,030,066	12/13/2005	Providing on-line directory information services also featuring hyperlinks to other web sites
ATHENA PARTNERS	U.S.	035, 036	Registered §8/15 Declaration filed 6/16/10	78/219,342	2/26/2003	2,924,215	2/1/2005	Class 35: Providing on-line directory information services also featuring hyperlinks to other web sites Class 36: Charitable fund raising



TAG LINES and DESIGN MARKS - UNITED STATES

Mark Name	Country	Class	Status	App. #	App. Date	Reg. #	Reg. Date	Goods / Services
Woman With Spear Design 	U.S.	032, 035, 036	Registered §8/15 Declaration filed 6/16/10	78/239,265	4/17/2003	2,931,796	3/8/2005	Class 32: Bottled water; drinking water; spring water; and mineral water Class 35: Providing online directory information services also featuring hyperlinks to other web sites Class 36: Charitable fund raising services
The Color Pink 	U.S.	025	Registered	78/510,549	11/3/2004	3,033,282	12/20/2005	Wristbands
VICTORY STARTS HERE!	U.S.	032, 036	Registered	78/210,835	2/4/2003	2,986,142	8/16/2005	Class 32: Drinking water; mineral water; and spring water Class 36: Charitable fund raising
EAT CHOCOLATE. FIND A CURE.	U.S.	030	Registered	77/628,571	12/8/2008	3,696,998	10/13/2009	Candy, chocolate; chocolate candies; chocolate covered fruit; chocolate truffles
EAT CHOCOLATE. FIND A CURE.	U.S.	036	Registered	77/628,575	12/8/2008	3,647,052	6/30/2009	Charitable fundraising services

PRODUCTS & SERVICES- CANADA

Mark Name	Country	Class	Status	App. #	App. Date	Reg. #	Reg. Date	Goods / Services
ATHENA	Canada	N/A	Registered	1,184,859	7/16/2003	TMA679,838	1/19/2007	WARES: Bottled drinking water. SERVICES: (1) Charitable fund raising. (2) Providing on-line directory information services in the fields of health, well being and charitable services also featuring hyperlinks to other web sites relating to the same
ATHENA	Canada	N/A	Pending - Proposed Use in Canada. Allowed 3/16/07	1,287,337	1/25/2006			WARES: Roasted, powdered, granulated coffee; coffee beans; sugar-coated, caramel-coated and chocolate-coated coffee beans; caffeinated and non-caffeinated coffee; caffeinated and non-caffeinated coffee-based products, namely, ground and whole bean coffee, espresso, prepared coffee, coffee-flavored syrup for use in making food beverages; frozen confections with coffee; coffee substitutes (grain or chicory based); flavorings, namely, beverage, food, syrup (not essential oils); flavoring syrups; tea, namely, tea and herbal tea; green tea; iced tea; fruit tea; non-alcoholic tea and herbal tea-based beverages; non-alcoholic tea and herbal tea-based beverages with fruit flavoring; tea and herbal tea concentrates; frozen confections with tea and herbal tea; tea and herbal tea infusions; cereal-based products, namely, breakfast cereals, cereal-based snack food, cereal-based snack bars; granola, granola-based snack bars; candies; candy bars; caramels; chocolate; milk chocolate; chocolate-based products, namely, chocolate bars, chocolate candies, chocolate truffles, chocolate chips, chocolate-covered nuts, chocolate syrup, chocolate topping, chocolate flavoring; chocolate food beverages (not dairy based); hot chocolate; confectionery chips for baking, roasted, powdered, granulated cocoa; cocoa beverages with milk, cocoa extracts for human consumption; cocoa mixes; pasta; processed grains, namely, couscous, rice, risotto, tabouli, and tahini; coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour, bread, pastry, ices; honey, treacle; yeast, baking powder; salt, mustard; vinegar; spices; ice