

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Deep Rock Water Co.</td> <td></td> <td>12/01/2011</td> <td>General Partnership: COLORADO</td> </tr> <tr> <td>Crystal Drop Water Co.</td> <td></td> <td>12/01/2011</td> <td>CORPORATION: COLORADO</td> </tr> <tr> <td>Mile-Hi DR Acquisition, LLC</td> <td></td> <td>12/01/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Deep Rock Water Co.		12/01/2011	General Partnership: COLORADO	Crystal Drop Water Co.		12/01/2011	CORPORATION: COLORADO	Mile-Hi DR Acquisition, LLC		12/01/2011	LIMITED LIABILITY COMPANY: DELAWARE			
Name	Formerly	Execution Date	Entity Type																
Deep Rock Water Co.		12/01/2011	General Partnership: COLORADO																
Crystal Drop Water Co.		12/01/2011	CORPORATION: COLORADO																
Mile-Hi DR Acquisition, LLC		12/01/2011	LIMITED LIABILITY COMPANY: DELAWARE																
RECEIVING PARTY DATA																			
Name:	DS Waters of America, Inc.																		
Street Address:	5660 New Northside Drive, Suite 500																		
City:	Atlanta																		
State/Country:	GEORGIA																		
Postal Code:	30328																		
Entity Type:	CORPORATION: DELAWARE																		
PROPERTY NUMBERS Total: 5																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3587821</td> <td>AUTHENTIC DEEP ROCK ARTESIAN WATER PURE ROCKY MOUNTAIN WATER DELIVERED TO YOUR DOOR DEEP ROCK BOTTLING CO. DENVER COLORADO EST. 1896</td> </tr> <tr> <td>Registration Number:</td> <td>1279411</td> <td>DEEP ROCK</td> </tr> <tr> <td>Registration Number:</td> <td>1273133</td> <td>DEEP ROCK</td> </tr> <tr> <td>Registration Number:</td> <td>1273807</td> <td>DEEP ROCK</td> </tr> <tr> <td>Registration Number:</td> <td>3650003</td> <td>GLACIER BAY</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3587821	AUTHENTIC DEEP ROCK ARTESIAN WATER PURE ROCKY MOUNTAIN WATER DELIVERED TO YOUR DOOR DEEP ROCK BOTTLING CO. DENVER COLORADO EST. 1896	Registration Number:	1279411	DEEP ROCK	Registration Number:	1273133	DEEP ROCK	Registration Number:	1273807	DEEP ROCK	Registration Number:	3650003	GLACIER BAY	
Property Type	Number	Word Mark																	
Registration Number:	3587821	AUTHENTIC DEEP ROCK ARTESIAN WATER PURE ROCKY MOUNTAIN WATER DELIVERED TO YOUR DOOR DEEP ROCK BOTTLING CO. DENVER COLORADO EST. 1896																	
Registration Number:	1279411	DEEP ROCK																	
Registration Number:	1273133	DEEP ROCK																	
Registration Number:	1273807	DEEP ROCK																	
Registration Number:	3650003	GLACIER BAY																	
CORRESPONDENCE DATA																			
Fax Number:	(312)460-7000																		
Phone:	3124605577																		
Email:	jsutherland@seyfarth.com																		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent																			

CH \$140.00 3587821

via US Mail.

Correspondent Name: Julia K. Sutherland
Address Line 1: 131 South Dearborn St., Suite 2400
Address Line 4: Chicago, ILLINOIS 60603-5577

ATTORNEY DOCKET NUMBER:

36197-16

NAME OF SUBMITTER:

Julia K. Sutherland

Signature:

/Julia K. Sutherland/

Date:

01/25/2012

Total Attachments: 6

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment"), dated and effective as of December 1, 2011, is entered into by and among DS Waters of America, Inc., a Delaware corporation ("Assignee"), and Deep Rock Water Co., a Colorado general partnership ("Deep Rock"), Crystal Drop Water Co., a Colorado corporation ("Crystal Drop"), and Mile-Hi DR Acquisition, LLC, a Delaware limited liability company (collectively with Deep Rock and Crystal Drop, "Assignor").

WHEREAS, the parties hereto entered into an Asset Purchase and Sale Agreement dated as of November 15, 2011 (the "Purchase Agreement") to sell certain of the assets, properties and rights of Seller related to Seller's bottled water and coffee distribution and filtration business (capitalized terms used and not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign to the Assignee, and the Assignee has agreed to acquire from the Assignor, those certain registered trademarks and service marks and trademark and service mark applications and the 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 Assignee all rights, title and interest that 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 hereof, (v) the right to any causes of action, in law or in equity, for past, present or future infringement of the Intellectual Property, except for Excluded Assets and Excluded Liabilities, 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 the extent applicable, to record the Trademarks and title thereto as the property of Assignee, 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 Assignment are subject to the terms, conditions and limitations set forth in the Purchase Agreement. This Assignment is executed and delivered in connection with the consummation of the transactions described in the Purchase Agreement, and nothing herein shall in any way vary the promises, agreements, representations and warranties of any of the parties set forth in the Purchase Agreement. The rights or claims of Assignee against Assignor or Assignor against Assignee hereunder shall not be greater than the rights or claims of Assignee against Assignor or Assignor against Assignee, respectively, under the Purchase Agreement and any claims hereunder shall be governed by the procedures set forth in this Purchase Agreement.
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

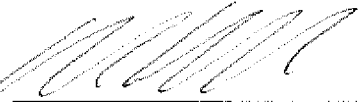
vesting in Assignee full right, title, and interest in the Trademarks and other Intellectual Property, at Assignee's expense.

5. **Successors and Assigns.** The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to the conflicts of law principles thereof.
7. **Counterparts.** This Assignment 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 Assignment to be duly executed as of the date set forth above.

ASSIGNEE:

DS WATERS OF AMERICA, INC.

By: 
Dillon Schickli, President and CEO

ASSIGNOR:

DEEP ROCK WATER CO.

By: _____
Thomas Schwein, President and CEO

CRYSTAL DROP WATER CO.

By: _____
Thomas Schwein, President and CEO

MILE-HI DR ACQUISITION, LLC

By: _____
Thomas Schwein, Authorized Signatory

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 Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to the conflicts of law principles thereof.
7. **Counterparts.** This Assignment 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 Assignment to be duly executed as of the date set forth above.

ASSIGNEE:

DS WATERS OF AMERICA, INC.

By: _____
Dillon Schickli, President and CEO

ASSIGNOR:

DEEP ROCK WATER CO.

By: Thomas Schwein
Thomas Schwein, President and CEO

CRYSTAL DROP WATER CO.


By: Thomas Schwein
Thomas Schwein, President and CEO

MILE-HI DR ACQUISITION, LLC

By: Thomas Schwein
Thomas Schwein, Authorized Signatory

APPENDIX A

Trademarks:

<u>Mark</u>	<u>Registration Number/ Serial Number</u>	<u>Registration Date/Filing Date</u>	<u>Jurisdiction</u>	<u>Renewal or Expiration Date</u>	<u>Class</u>	<u>Registrant</u>
	3,587,821 77/154,481	3/10/2009 4/11/2007	US	Next renewal due: 3/10/2015	032: Bottled artesian water; Bottled drinking water; Bottled water; Distilled drinking water; Drinking water 043: Rental of drinking water equipment, namely, coolers and hot and cold dispensing consoles	Deep Rock Water Co.
DEEP ROCK	1,279,411 73/408,412	5/29/1984 1/7/1983	US	Next renewal due: 5/29/2014	001: Distilled Water	Deep Rock Water Co.
DEEP ROCK	1,273,133 73/408,410	4/3/1984 1/7/1983	US	Next renewal due: 4/3/2014	032: Artesian Drinking Water	Deep Rock Water Co.
DEEP ROCK	1,273,807 73/408,411	4/10/1984 1/7/1983	US	Next renewal due: 4/10/2014	032: Artesian Drinking Water	Deep Rock Water Co.
Glacier Bay Glacier Bay	3,650,003 77/561,755	7/7/2009 9/3/2008	US	Next renewal due: 7/7/2015	032: Bottled drinking water	Deep Rock Water Co.
Deep Rock Water	20081527881	10/3/2008	Colorado	Expiration date: 10/3/2013	032: Bottled drinking water	Deep Rock Water Co.
Deep Rock Water	20081377384	7/15/2008	Colorado	Expiration date:	032: Bottled	Deep Rock

				17/15/2013	drinking water	Water Co.
DEEP ROCK	19851009631	7/16/1952	Colorado	Expiration date: 7/16/2012	L0001	Mile-Hi Deep Rock Water Co.
DEEP ROCK	19851007593	12/19/1994	Colorado	*Trademark is Expired as of 6/7/2008	L0046	.
MILE HIGH H2O	20041160312	5/3/2004	Colorado	Expiration date: 5/3/2014	L0032	Mile-Hi Deep Rock Water Co.
DEEP ROCK WATER WITH ROCKY MOUNTAINS AND A STREAM DESIGN	5350	6/7/1968	Kansas	Expiration date: 6/7/2018	032	Deep Rock Water
DEEP ROCK	6858619	6/7/1968	Nebraska	Expiration date: 1/19/2019		Mile-Hi Deep Rock Water Co
DEEP ROCK		6/29/1979	Nevada	Expiration date: 6/29/2014	045	Mile-Hi Deep Rock Water Co
DEEP ROCK	TK98072103	7/21/1998	New Mexico	*Need to order searches to confirm status.		
DEEP ROCK	3000003860	7/14/1998	South Dakota	*Need to order searches to confirm status.		
DEEP ROCK	2510378-0190	6/7/1978	Utah	Expiration		Deep Rock

				date: 6/7/2013		Water Co.
DEEP ROCK	01213	6/7/1998	Wyoming	*Trademark Inactive – Expired		
GLACIER BAY	083637	5/14/1999	Illinois	*Trademark is Inactive as of 5/14/2009		

Registered Domain Names with Expiration Dates:

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registry</u>	<u>Registrant</u>
deeprockwater.net	7/14/2012	[Privately registered]	[Privately registered]
deeprockwater.com	2/23/2014	Network Solutions	Deep Rock Water Company

Trade Names:

<u>Trade Name</u>	<u>ID Number</u>	<u>Formation Date</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>	<u>Registrant</u>
DEEP ROCK CRYSTAL DROP WATER CORPORATION	19901024957	4/4/1990	Colorado	Expiration date: 10/1/2012	Crystal Drop Water Co.
GLACIER BAY WATER, INC.	19931000473	1/5/1993	Colorado	* Trade Name Expired as of 2/1/2010	
GLACIER BAY WATER, INC.	1222403	1/6/1993	Nebraska	Expiration date: 9/23/2012	Mile-Hi Deep Rock Water Company