

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			
Name	Formerly	Execution Date	Entity Type
CLEARLY CANADIAN BEVERAGE CORPORATION		01/13/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	THE CLEARLY FOOD & BEVERAGE COMPANY, INC.		
Street Address:	P.O. Box 325		
City:	Perrysburg		
State/Country:	OHIO		
Postal Code:	43551-0325		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1697898	CLEARLY CANADIAN	
CORRESPONDENCE DATA			
Fax Number:	(206)340-9599		
Email:	app@grahamdunn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kathleen T. Petrich, Graham & Dunn PC		
Address Line 1:	2801 Alaskan Way		
Address Line 2:	Pier 70 - Suite 300		
Address Line 4:	Seattle, WASHINGTON 98121		
ATTORNEY DOCKET NUMBER:	M44477-C17641		
NAME OF SUBMITTER:	Melanie L. French		
Signature:	/Melanie L. French/		

OP \$40.00 1697898

Date:

02/28/2012

Total Attachments: 4

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USA TRADE-MARK ASSIGNMENT

WHEREAS Clearly Canadian Beverage Corporation ("Clearly Canadian"), whose full post office address is 2800 Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 2Z7, is the registered owner/applicant of the trade-marks identified in Appendix "A" (the "Trade-marks");

AND WHEREAS Clearly Canadian is indebted to Midsummer Investment, Ltd. (the "Vendor") pursuant to a 10% Secured Note dated December 24, 2009, as amended and acknowledged to the date hereof (collectively, the "Notes");

AND WHEREAS as security for its obligations under the Notes, Clearly Canadian executed a general security agreement dated December 24, 2009 (as amended, restated, modified or supplemented to the date hereof, the "Security"), pursuant to which Clearly Canadian granted in favour of the Vendor a security interest in all of its property, assets and undertaking;

AND WHEREAS on July 22, 2011, the Vendor issued to Clearly Canadian a demand letter and a notice of intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada);

AND WHEREAS on August 9, 2011, the Vendor caused to be delivered to Clearly Canadian a notice of intention to dispose pursuant to section 63 of the *Personal Property Security Act* (Ontario) in respect of the collateral owned by Clearly Canadian and no party has redeemed the collateral pursuant to the said Ontario legislation;

AND WHEREAS on December 20, 2011, the Vendor caused to be delivered to Clearly Canadian a notice of disposition and intention to sell collateral pursuant to section 59(1) of the *Personal Property Security Act* (British Columbia) (the "PPSA") in respect of the collateral owned by Clearly Canadian. Clearly Canadian is the only party entitled to notice under section 59(1) of the PPSA and has not redeemed the collateral under the PPSA;

AND WHEREAS the Vendor and Clearly Food & Beverage Company, Inc. (the "Assignee") have entered into an agreement of Purchase and Sale dated January 10, 2012 (the "Agreement");

AND WHEREAS the Assignee, whose full post office address is P.O. Box 325, Perrysburg, OH, 43551-0325, is desirous of acquiring the right, title and interest of Clearly Canadian, in and to the Trade-marks as contemplated in the Agreement;

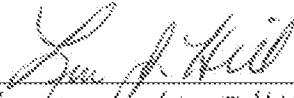
AND WHEREAS Clearly Canadian has agreed to facilitate such acquisition under the Agreement by executing this assignment.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledge, Clearly Canadian, the assignor, declares as follows:

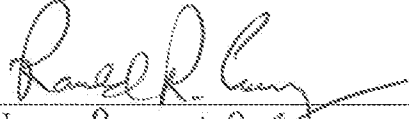
Clearly Canadian hereby assigns and transfers to the Assignee, without warranty as to the registrability or validity thereof, Clearly Canadian's entire right, title and interest in the United States of America in and to the trade-marks and applications identified in Schedule "A" hereto, including any and all continuations, continuations-in-part, divisions, renewals, reissues and substitutes for any of the aforementioned trade-marks and applications, the same to be held and enjoyed by the Assignee, as fully and entirely as the same could have been held and enjoyed by Clearly Canadian if this assignment and transfer had not been made.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers, this 13th day of January, 2012.

Witnessed by:


Name: Liza J Hill
Address: 1006 Walden Blvd
Palm Bay FL 32909

CLEARLY CANADIAN BEVERAGE CORPORATION

By: 
Name: Ronald R Gunney
Title: Authorized Signatory

Witnessed by:

Name:
Address:

CLEARLY FOOD & BEVERAGE COMPANY, INC.

By:
Name: Robert R. Khan
Title:

Clearly Canadian hereby assigns and transfers to the Assignee, without warranty as to the registrability or validity thereof, Clearly Canadian's entire right, title and interest in the United States of America in and to the trade-marks and applications identified in Schedule "A" hereto, including any and all continuations, continuations-in-part, divisions, renewals, reissues and substitutes for any of the aforementioned trade-marks and applications, the same to be held and enjoyed by the Assignee, as fully and entirely as the same could have been held and enjoyed by Clearly Canadian if this assignment and transfer had not been made.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers, this 17th day of January, 2012.

CLEARLY CANADIAN BEVERAGE CORPORATION

Witnessed by:

By:

Name:
Address:

Name:
Title:

CLEARLY FOOD & BEVERAGE COMPANY, INC.

Witnessed by:

By:

M. Madhuti
Name: *Madhur Madhavan*
Address: *148 E. Williams St.
San Jose, CA 95112*

Robert R. Khan
Name: *Robert R. Khan*
Title: *Chairman*

Schedule "A"

Trade-Mark	Application No.	Registration No.	Wares/Services	Owner
CLEARLY CANADIAN (Disclaimer: "CANADIAN")	73-703401 (Filed December 22, 1987)	1697898 (Registered June 30, 1992; Renewed ; Renewal June 30, 2012)	flavored mineral waters, fruit flavored mineral waters, non-flavored mineral waters, carbonated mineral waters, non-carbonated mineral waters, bottled drinking waters, spring waters, soft drinks and fruit juices	Clearly Canadian Beverage Corporation Canada
DAILYENERGY DAILYENERGY	77-049130 (Filed November 21, 2006)	3346405 (Registered November 27, 2007; Renewal November 27, 2017)	non-alcoholic, non- carbonated, fruit- flavoured beverages and unflavoured beverages, namely, water	Clearly Canadian Beverage Corporation Canada
DAILYHYDRAT ION DAILYHYDRATION	77-049134 (Filed November 21, 2006)	3346406 (Registered November 27, 2007; Renewal November 27, 2017)	non-alcoholic, non- carbonated, fruit- flavoured beverages and unflavoured beverages, namely, water	Clearly Canadian Beverage Corporation Canada
DAILYVITAMIN DAILYVITAMIN	77-049122 (Filed November 21, 2006)	3346404 (Registered November 27, 2007; Renewal November 27, 2017)	non-alcoholic, non- carbonated, fruit- flavoured beverages and unflavoured beverages, namely, water	Clearly Canadian Beverage Corporation Canada