TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		03/23/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2052334	EPHRATA DIAMOND SPRING WATER
Registration Number:	2128778	FOUR STAR RESTAURANT BLEND
Registration Number:	2026753	GOURMET TIME
Registration Number:	1076638	SPARKLETTS
Registration Number:	625100	SPARKLETTS
Registration Number:	2225430	SPARKLETTS
Registration Number:	2301772	SPARKLETTS
Registration Number:	1718540	
Registration Number:	1741749	
Registration Number:	1754125	CULLYSPRING
Registration Number:	2117677	
Registration Number:	1714809	
Registration Number:	2121196	OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970

CH $615.00 2052334

Registration Number:	2119327	OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2121197	OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2013063	PURE WATER CORPORATION OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2011370	PURE WATER CORPORATION OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2039303	PURE WATER CORPORATION OUR SEAL IS YOUR ASSURANCE OF QUALITY SINCE 1970
Registration Number:	2172286	THE PURE WATER SOLUTION
Registration Number:	2216747	SUGARLOAF SPRING RAIN SPRING WATER NATURAL BOTTLED AT THE SOURCE
Serial Number:	78141841	CAFE DELICE
Serial Number:	78118056	
Serial Number:	78022327	TOTAL BODY, TOTAL MIND
Serial Number:	75761059	WATER YOURSELF

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: John Deming
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	126680/6
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	03/30/2012

Total Attachments: 5
source=DS Waters - Release of Security Interest in Trademark Rights#page1.tif
source=DS Waters - Release of Security Interest in Trademark Rights#page2.tif
source=DS Waters - Release of Security Interest in Trademark Rights#page3.tif
source=DS Waters - Release of Security Interest in Trademark Rights#page4.tif
source=DS Waters - Release of Security Interest in Trademark Rights#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of March 23, 2012 (this "Release"), is made JPMORGAN CHASE BANK, N.A., a national banking association (formerly known as JPMorgan Chase Bank), as Administrative Agent for the Lenders (the "Assignor"), in favor of DS WATERS OF AMERICA, INC. (as successor in interest to Sparkletts Waters of North America, LP), a Delaware corporation with offices located at 5660 New Northside Dr., Suite 500, Atlanta, Georgia 30328 (the "Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee are parties to: (i) that certain Credit Agreement, dated as of November 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"); (ii) that certain Guarantee and Collateral Agreement, dated as of November 7, 2003 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and (iii) that certain Grant of Security Interest in Trademark Rights, dated as of November 7, 2003 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor, for the ratable benefit of the Assignor and the Lenders, a security interest in the Trademarks (owned by the Assignee, including, without limitation, those items listed on Schedule A hereto, but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), together with all rights to seek damages and injunctive relief for any infringement or impairment thereof, including the right to receive proceeds and damages therefrom, as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Assignee's Obligations (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 18, 2003 at Reel/Frame No. 2748/0713; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its security interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully its security interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A

hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release if the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably requests in order to confirm this Release and the Assignee's right, title and interest in or to the Trademark Collateral.

[*Signature Page Follows*]

TRADEMARK
REEL: 004748 FRAME: 0896

IN WITNESS WHEREOF, the Assignor has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: Michael S Harvey
Name: MICHAEL S HARVEY
Title: SVP

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS

U.S. Trademark Registrations and Applications

Mark	Country	Reg. No./Serial No.	Record Owner	Status	Comment
Café Delice	U.S.	78/141,841	SWNA	Pending	
Ephrata Diamond Spring Water & Design	U.S.	2,052,334	SWNA	Registered	To be abandoned
Four Star Restaurant Blend	U.S.	2,128,778	SWNA	Registered	To be abandoned
Gourmet Time	U.S.	2,026,753	SWNA	Registered	To be abandoned
Sparkletts	U.S.	1,076,638	SWNA	Registered	
Sparkletts	U.S.	625,100	SWNA	Registered	
Sparkletts	U.S.	2,225,430	SWNA	Registered	
Sparkletts	U.S.	2,301,772	SWNA	Registered	
Miscellaneous Design	U.S.	78/118,056	SWNA	Pending	
Total Body, Total Mind	U.S.	78/022,327	SWNA	Abandoned	
Water Yourself	U.S.	75/761,059	SWNA	Abandoned	
Miscellaneous Design	U.S.	1,718,540	SWNA	Registered	
Miscellaneous Design	U.S.	1,741,749	SWNA	Registered	
Cullyspring	U.S.	1,754,125	Cullyspring Water Co., Inc.	Registered	
Design	U.S.	2,117,677	Pure Water Corporation	Registered	
Design	U.S.	1,714,809	Pure Water Corporation	Registered	
Our seal is your assurance of quality since 1970	U.S.	2,121,196	Pure Water Corporation	Registered	
Our seal is your assurance of quality since 1970 (and design)	U.S.	2,119,327	Pure Water Corporation	Registered	
Our seal is your assurance of quality since 1970 (and design)	U.S.	2,121,197	Pure Water Corporation	Registered	

Mark	Country	Reg. No./Serial No.	Record Owner	Status	Comment
Pure Water Corporation our seal is your assurance of quality since 1970 (and design)	U.S.	2,013,063	Pure Water Corporation	Registered	
Pure Water Corporation our seal is your assurance of quality since 1970 (and design)	U.S.	2,011,370	Pure Water Corporation	Registered	
Pure Water Corporation our seal is your assurance of quality since 1970 (and design)	U.S.	2,039,303	Pure Water Corporation	Registered	
The pure water solution	U.S.	2,172,286	Pure Water Corporation	Registered	
Sugarloaf spring rain spring water natural bottled at the source	U.S.	2,216,747	Spring Water Inc.	Registered	