

04/24/2012



103643631

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Clearly Canadian Beverage Corporation  
2800 Park Place, 666 Burrard Street  
Vancouver, British Columbia, V6C 2Z7

- Individual(s)
- General Partnership
- Corporation- State: Canada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) March 22, 2012

- Assignment
- Security Agreement
- Other nunc pro tunc assignment, effective Jan. 10, 2012
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Clearly Food & Beverage Company

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: P.O. Box 325

City: Perrysburg

State: Ohio

Country: USA Zip: 43551-0325

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1697898, 3346405, 3346406, & 3346404

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pitts & Lake, P.C.

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 51295

City: Knoxville

State: TN Zip: 37912

Phone Number: 865-584-0105

Fax Number: 865-584-0104

Email Address: jhorton@pl-lplaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/25/2012 LMARTIN 00000068 161910 1697898  
 01 FC-4521 48 00 DA  
 Deposit Account Number 16-1910  
 Authorized User Name Jacob G. Horton

9. Signature:

Jacob G. Horton  
Signature

4-23-12  
Date

Jacob G. Horton  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004775 FRAME: 0173

21-24-12



**ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT, nunc pro tunc effective January 10, 2012, is entered into by and between Clearly Canadian Beverage Corporation, a company formed under the laws of Canada (hereinafter "Assignor"), having an address of 2800 Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 2Z7, and The Clearly Food & Beverage Company, Inc., a Delaware corporation having an address of P.O. Box 325, Perrysburg, Ohio 43551-0325 (hereinafter "Assignee") (hereinafter, collectively, "the Parties").

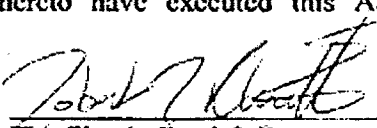
Pursuant to the terms of the TRADE-MARK ASSIGNMENT agreement entered into by and between the Parties on or about January 10, 2012 and the USA TRADE-MARK ASSIGNMENT agreement entered into by and between the Parties on or about January 10, 2012, copies of which are attached hereto as **EXHIBIT A** and incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

Assignor confirms that, effective January 10, 2012, it assigned to Assignee and does hereby assign, transfer, and convey to Assignee, the following:

Assignor's entire right, title and interest in and to the registered and common law trademarks and service marks used in its business, including, without limitation, those listed on **EXHIBIT B** attached hereto and incorporated herein by reference (hereinafter "the TRADEMARKS"), said right, title and interest in and to the TRADEMARKS including, without limitation, all right, title and interest in and to any and all United States, Canadian, and foreign trademark registrations that have issued or may issue thereupon, all common law rights in and to the TRADEMARKS, all rights of action for past and future infringement of the TRADEMARKS, all causes of action and claims for past damages with respect to the TRADEMARKS, all goodwill associated with the TRADEMARKS, and the goodwill of the business in connection with which the TRADEMARKS have been used.

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT AGREEMENT.

  
Clearly Canadian Beverage Corporation

  
The Clearly Food & Beverage Company,  
Inc.

Date: 3/22/2012

Date: March 15<sup>th</sup>, 2012

Name: Ronald R. Carney

Name: Robert R. Khan

Title: CEO

Title: Chairman

**EXHIBIT A**

*See attached documents.*

## TRADE-MARK ASSIGNMENT

### TO THE REGISTRAR OF TRADEMARKS

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, Clearly Canadian declares as follows:

1. Clearly Canadian hereby unconditionally assigns and transfers to the Assignee, without warranty as to the registrability or validity thereof, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Clearly Canadian's entire right, title and interest in and to the Trade-marks in Canada, and the benefit attached to the Trade-marks, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and effectively as the same would have been held and enjoyed by Clearly Canadian if this sale, assignment and transfer had not been made.
2. The assignment shall be binding upon the parties, their successors and permitted assigns.

It is the express wish of the parties hereto that this document be drawn up in English. La volonté expresse des parties aux présentes est que ce document soit rédigé en anglais.

**[SIGNATURE PAGE FOLLOWS]**

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

Witnessed by:

*[Signature]*  
Name: *[Signature]*  
Address: *1400 ...*

CLEARLY CANADIAN BEVERAGE CORPORATION

By:

*[Signature]*  
Name: *Robert R. Chan*  
Title: *Authorized Signatory*

CLEARLY FOOD & BEVERAGE COMPANY, INC.

By:

Witnessed by:

Name:  
Address:

Name: Robert R. Klan  
Title:

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

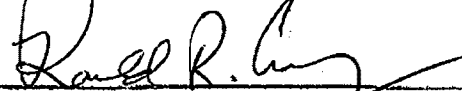
Witnessed by:



Name: Lutz J Hill  
Address: 1006 WARDEN BLVD SE  
PALM BEACH FL 32909

CLEARLY CANADIAN BEVERAGE  
CORPORATION

By:



Name: Ronald R. Carney  
Title: CEO

Witnessed by:



Name: Madhukar Dhallamani  
Address: 178 E. Williams St.  
San Jose, CA 95112

CLEARLY FOOD & BEVERAGE  
COMPANY, INC.

By:



Name: Robert R. Khan  
Title: Chairman

## Appendix "A"

Registered Trade-mark

Trade-Mark	Application No.	Registration No.	Wares/Services	Owner
CLEARLY CANADIAN  (CANADIAN disclaimed)	586,621 (Filed June 23, 1987)	TMA357,731 (Registered June 30, 1989)	Soft drinks, water, flavoured, non- flavoured, carbonated and uncarbonated mineral water and fruit juices, spring water, bottled drinking water.	Clearly Canadian Beverage Corporation
CLEARLY CANADIAN DESIGN  CLEARLY CANADIAN (CANADIAN disclaimed)	700,011 (Filed February 28, 1992)	TMA408,558 (Registered February 19, 1993)	Soft drinks, water, flavoured, non- flavoured, carbonated and uncarbonated mineral water and fruit juices, spring water, bottled drinking water.	Clearly Canadian Beverage Corporation,
CLEARLY CANADIAN TROPICAL TANGERINE  (CANADIAN and TANGERINE disclaimed)	794,967 (Filed October 13, 1995)	TMA465,915 (Registered November 8, 1996)	Non-alcoholic flavoured water beverages.	Clearly Canadian Beverage Corporation,
DAILYENERGY	1,324,380 (Filed November 16, 2006)	TMA710,058 (Registered March 20, 2008)	Non-alcoholic, non- carbonated, fruit- flavoured water beverages.	Clearly Canadian Beverage Corporation
DAILYHYDRAT ION	1,324,382 (Filed November 16, 2006)	TMA709,048 (Registered March 6, 2008)	Non-alcoholic, non- carbonated, fruit- flavoured water beverages.	Clearly Canadian Beverage Corporation
DAILYVITAMIN	1,324,376 (Filed November 16, 2006)	TMA710,059 (Registered March 20, 2008)	Non-alcoholic, non- carbonated, fruit- flavoured water beverages.	Clearly Canadian Beverage Corporation



## 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 acknowledged, 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 \_\_\_\_\_ day of January, 2012.

Witnessed by:

*[Signature]*  
Name: *[Handwritten Name]*  
Address: *[Handwritten Address]*

CLEARLY CANADIAN BEVERAGE CORPORATION

By:

*[Signature]*  
Name: *[Handwritten Name]*  
Title: *[Handwritten Title]*

Witnessed by:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

CLEARLY FOOD & BEVERAGE COMPANY, INC.

By:

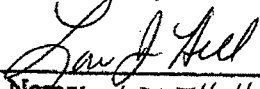
Name: Robert R. Khan  
Title: \_\_\_\_\_

1100055 07/2012

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.

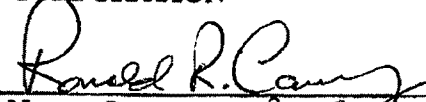
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers, this \_\_\_\_\_ day of January, 2012.

Witnessed by:

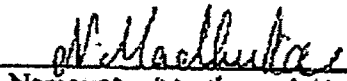
  
Name: Lutz Hill  
Address: 1006 WARDEN BLVD SE  
PALM BAY FL 32909

CLEARLY CANADIAN BEVERAGE CORPORATION

By:


  
Name: Ronald R. Canney  
Title: CEO

Witnessed by:

  
Name: Madhubhatla Lakshmani  
Address: 149 E. Williams St.  
San Jose, CA 95112

CLEARLY FOOD & BEVERAGE COMPANY, INC.

By:

  
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

**EXHIBIT B**

**Canadian Trademark Registrations**

1. CLEARLY CANADIAN -- Canadian Trademark Registration No. TMA357,731
2. CLEARLY CANADIAN & Design -- Canadian Trademark Registration No. TMA408,558
3. CLEARLY CANADIAN TROPICAL TANGERINE -- Canadian Trademark Registration No. TMA465,915
4. CLEARLY CANADIAN O2 -- Canadian Trademark Registration No. TMA528,734
5. DAILYHYDRATION -- Canadian Trademark Registration No. TMA709,048
6. DAILYENERGY -- Canadian Trademark Registration No. TMA710,058
7. DAILYVITAMIN -- Canadian Trademark Registration No. TMA710,059

**United States Trademark Registrations**

1. CLEARLY CANADIAN -- United States Trademark Registration No. 1,697,898
2. DAILYVITAMIN -- United States Trademark Registration No. 3,346,404
3. DAILYENERGY -- United States Trademark Registration No. 3,346,405
4. DAILYHYDRATION -- United States Trademark Registration No. 3,346,406