

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
The Standard Companies, Inc.		03/24/2012	CORPORATION: 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: 20			
Property Type	Number	Word Mark	
Registration Number:	2058243	EXOTIC ISLE	
Registration Number:	2633723	EZBREW	
Registration Number:	2865943	GOLDEN LEAF	
Serial Number:	85559927	GOLDEN LEAF TEA FOR ICED TEA LOVERS	
Registration Number:	1857234	GREAT TASTE	
Registration Number:	2080228	JAVARAMA	
Registration Number:	3223881	JAVARAMA ONE HUNDRED PERCENT ARABICA COFFEE THE WORLD OF SPECIALTY COFFEES	
Registration Number:	1746746	REDI RELIEF CENTER	
Serial Number:	85437873	RELYANT	
Serial Number:	85559855	RELYANT	
Registration Number:	2537522	STANDARD COFFEE	
Registration Number:	1272975	STANDARD COFFEE SERVICE COMPANY	
Registration Number:	1112920	STANDARD COFFEE SERVICE COMPANY	
Registration Number:	1967133	STANDGUARD	

TRADEMARK

Registration Number:	1832094	STANDGUARD
Serial Number:	85559900	STAND GUARD
Registration Number:	1970243	STAND GUARD
Registration Number:	1820550	STAND GUARD
Registration Number:	2707806	WE DELIVER THE COFFEE HOUSE EXPERIENCE
Registration Number:	3175765	WORLD CLASS GOURMET COFFEES

CORRESPONDENCE DATA

Fax Number: 3124607000

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

Phone: 312-460-5577

Email: jsutherland@seyfarth.com

Correspondent Name: Julia K. Sutherland

Address Line 1: Seyfarth Shaw LLP

Address Line 2: 131 S. Dearborn St., Suite 2400

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	36197-000016
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NAME OF SUBMITTER:	Julia K. Sutherland
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Signature:	/Julia K. Sutherland/
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Date:	05/24/2012
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Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) dated and effective as of March 24, 2012 is entered into by and between The Standard Companies, Inc., a Delaware corporation (“**Assignor**”), and DS Waters of America, Inc., a Delaware corporation (“**Assignee**”).

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of February 3, 2012 (the “**Purchase Agreement**”), by and among Assignor, Assignee and Wm. B. Reily & Company, Inc., a Louisiana corporation, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain of the assets used or held for use in the business of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignor, those certain (i) Federally registered trademarks; (ii) common law trademarks; (iii) all state registered trademarks and tradenames; and (iv) domain names (the “**Trademarks**”) set forth in Appendix “A” attached hereto and made a part hereof, 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:

Section 1. Assignment of Rights. Assignor hereby grants, bargains, conveys and assigns to Assignee all right, 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 income, royalties and payments now or hereafter due or payable with respect to the Intellectual Property; (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.

Section 2. 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.

Section 3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana without giving effect to the conflicts of law principles thereof.


Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

ASSIGNOR:

THE STANDARD COMPANIES, INC.

By: 
Its: Robert D. Reily
Name: Chairman

ASSIGNEE:

DS WATERS OF AMERICA, INC.

By: _____
Its: _____
Name: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

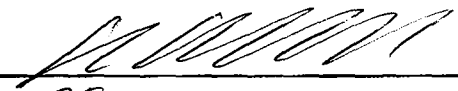
ASSIGNOR:

THE STANDARD COMPANIES, INC.

By: _____
Its:
Name:

ASSIGNEE:

DS WATERS OF AMERICA, INC.


By: 
Its: CEO
Name: K. Dillon Schickel

Appendix "A"




TRADEMARKS

(attached)




Trademark Status Report for The Standard Companies, Inc.

Country	Mark	Appl. No Appln Date	Reg. No Reg. Date	Class	Goods / Serv ices	Status
Canada	STANDARD COFFEE SERVICE COMPANY	05 Mar 2012			coffee equipment repair and maintenance services.	Pending
United States of America	EXOTIC ISLE	74/715115 14 Aug 1995	2058243 29 Apr 1997	30	flavored teas.	Registered
United States of America	EZBREW	75/045543 18 Jan 1996	2633723 15 Oct 2002	30	coffee.	Registered
United States of America	GOLDEN LEAF	76/294093 01 Aug 2001	2865943 27 Jul 2004	30	teas and iced tea mixes.	Registered
United States of America		85/559927 05 Mar 2012		30	teas and iced tea mixes.	Pending
United States of America	GREAT TASTE	74/119588 30 Nov 1990	1857234 04 Oct 1994	11	water filtering unit; namely, refillable water containers provided with activated charcoal filters.	Registered



Trademark Status Report for The Standard Companies, Inc.

Country	Mark	Appl. No Appln Date	Reg. No Reg. Date	Class	Goods / Services	Status
United States of America	JAVARAMA	75/056700 12 Feb 1996	2080228 15 Jul 1997	30	flavored coffees.	Registered
United States of America		78/565702 11 Feb 2005	3223881 03 Apr 2007	30	coffee.	Registered
United States of America		74/211664 10 Oct 1991	1746746 19 Jan 1993	5	an assortment of medical supplies, namely aspirin, bandages and adhesives for bandages, antacids, ibuprofen tablets and capsules; decongestant capsules and tablets; antihistamine tablets and capsules.	Registered
United States of America	RELYANT	85/437873 03 Oct 2011		37	coffee equipment repair and maintenance services.	Published
United States of America		85/559855 05 Mar 2012		37	coffee equipment repair and maintenance services.	Pending
United States of America	STANDARD COFFEE	75/114463 05 Jun 1996	2537522 12 Feb 2002	30 42	coffee in class 30. coffee vending machine services in class 42.	Registered

Trademark Status Report for The Standard Companies, Inc.

Country	Mark	Appln. No Appln Date	Reg. No Reg. Date	Class	Goods / Serv ices	Status
United States of America		73/309109 07 May 1981	1272975 03 Apr 1984	30	coffee, sugar, and non-dairy creamer sold in conjunction with the provision of coffee service under the same mark to businesses.	Registered
United States of America		73/144046 07 Oct 1977	1112920 06 Feb 1979	42	coffee vending services and supplying coffee and related items.	Registered
United States of America	STANDGUARD	74/228433 04 Dec 1991	1967133 09 Apr 1996	37	installation services of water filtration systems.	Registered
United States of America	STANDGUARD	74/228435 04 Dec 1991	1832094 19 Apr 1994	11	water filtering units for industrial, domestic and commercial use.	Registered
United States of America	STAND GUARD	85/559900 05 Mar 2012		11 37	water filtering units for industrial, domestic and commercial use in class 11. installation services of water filtration systems in class 37.	Pending
United States of America		74/228434 04 Dec 1991	1970243 23 Apr 1996	37	installation services of water filtration systems.	Registered

Trademark Status Report for The Standard Companies, Inc.

Country	Mark	Appln. No Appln Date	Reg. No Reg. Date	Class	Goods / Serv ices	Status
United States of America		74/228533 05 Dec 1991	1820550 08 Feb 1994	11	water filtering units for industrial, domestic and commercial use.	Registered
United States of America	WE DELIVER THE COFFEE HOUSE EXPERIENCE	76/293923 01 Aug 2001	2707806 15 Apr 2003	35	coffee vending machines services.	Registered
United States of America		76/294975 03 Aug 2001	3175765 28 Nov 2006	30	coffee.	Registered