

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
Mayer Bros. Apple Products, Inc.		01/08/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Niagara Bottling, LLC		
Street Address:	2560 E. Philadelphia St.		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1682185	NIAGARA MIST 100% NATURAL SPRING WATER	
CORRESPONDENCE DATA			
Fax Number:	8055648262		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	805-965-4400		
Email:	Kurt@incip.com		
Correspondent Name:	Kurt Koenig		
Address Line 1:	920 Garden St.		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
ATTORNEY DOCKET NUMBER:	2733-110		
NAME OF SUBMITTER:	Kurt Koenig		
Signature:	/Kurt Koenig/		
Date:	01/23/2013		
Total Attachments: 1 source=Assignment#page1.tif			

OP \$40.00 1682185

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made as of ^{JANUARY 8, 2013} ~~December~~, 2012 ("Effective Date") from **MAYER BROS. APPLE PRODUCTS, INC.**, a New York corporation ("ASSIGNOR") to **NIAGARA BOTTLING, LLC**, a California limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of record of the mark **NIAGARA MIST & DESIGN** ("the Mark"), which has been assigned Registration No. 1682185 by the United States Trademark Office ("the Registration"), in connection with the goods and services on which the Mark is used ("the Goods"); and

WHEREAS, ASSIGNOR desires to quitclaim, convey, transfer, assign, deliver, and contribute to ASSIGNEE whatever right, title, and interest it may own in and to the mark **NIAGARA**, the Mark, and the Registration, together with that part of the good will of the business connected with the use of and symbolized by the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby quitclaims, conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and the Registration in perpetuity, together with (1) that part of the good will of the business connected with the use of and symbolized by the Mark; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all reasonably necessary documents, papers, forms, and authorizations and take all other reasonably necessary actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the Effective Date.

MAYER BROS. APPLE PRODUCTS, INC.

Signature: 

Name: Eric Mayo Title: Secretary