

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMCR Canada Holding Inc.		01/08/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ARAMARK Refreshment Services, LLC		
Street Address:	ARAMARK Tower, 1101 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4270735	SOURCE H2O	
Serial Number:	85465842	SOURCE H2O	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	009532-0223		
NAME OF SUBMITTER:	Jennifer C. Evans		
Signature:	/jce/		
Date:	01/22/2014		
Total Attachments: 1 source=1689_001#page1.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by GMCR Canada Holding Inc., a New Brunswick, Canada corporation, with an address at 3700 Jean -Rivard, Montreal, Quebec, Canada H1Z 4K3 ("Assignor") in favor of ARAMARK Refreshment Services, LLC, a Delaware limited liability company, with an address at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 USA ("Assignee").

Introduction

- A. Assignor owns the U.S. trademark registration for SOURCE H2O Plus Design, Reg. No. 4,270,735, and the pending application for SOURCE H2O Plus Design, Appl. No. 85/465,842, (the "New Marks"), together with the goodwill of the business associated with the New Marks.
- B. Assignor also owns the U.S. trademark registration for SOURCE H2O BY VAN HOUTTE Plus Design, Reg. No. 3,453,845 (the "Prior Mark").
- C. Assignor's predecessor in interest, Van Houtte L.P., and Assignee are parties to a Trademark License Agreement, executed in August 2011, that required, among other things, Assignor to (1) assign the New Marks and their goodwill to Assignee, and (2) cancel the registration for the Prior Mark.
- D. The parties now wish to implement the foregoing steps by having Assignor assign to Assignee (as the successor to relevant portion of Assignor's business related to the New Marks) all of Assignor's right, title, and interest in the New Marks and their related goodwill, and having Assignor cancel the registration for the Prior Mark.

Terms

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor agrees as follows:

- 1. As required by the Trademark License Agreement, Assignor assigns to Assignee, effective as of December 16, 2013, all of Assignor's right, title, and interest in and to: (i) the New Marks, together with the goodwill of the business symbolized by the New Marks; (ii) the right to bring an action at law or in equity for any infringement, dilution, or violation of the New Marks occurring prior to the date of this Assignment, and to collect all past, present, and future damages, settlements, and proceeds arising from such action at law or in equity; and (iii) all administrative rights arising from or relating to the New Marks, including, without limitation, the right to maintain registration(s) for the New Marks and the right to oppose, seek to cancel, or otherwise dispute claims to marks or mark registrations asserted or owned by others.
- 2. As required by the Trademark License Agreement, Assignor has taken steps to cancel the registration for the Prior Mark.
- 3. Assignor directs the US Patent and Trademark Office to record this Assignment in its records and treat Assignee as the new owner of the New Marks.
- 4. In the event of any conflict between the Trademark License Agreement and this Assignment, the terms of the Trademark License Agreement will control.

GMCR Canada Holding Inc.

By: 

Name: SEAN OLIVIER BOUCHER

Title: VP GENERAL COUNSEL

Date Executed: December 11, 2013

JANUARY 8TH, 2014

TRADEMARK