

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ronnoco Coffee, LLC		03/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nature's2O, LLC		
Street Address:	8835 General Dr.		
City:	Plymouth		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3079510	CLEARBROOK	
Registration Number:	4067205	CLEARBROOK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mtabone@plastipak.com		
Correspondent Name:	Nature's2O, LLC		
Address Line 1:	8835 General Dr.		
Address Line 2:	Legal Dept.		
Address Line 4:	Plymouth, MICHIGAN 48170		
ATTORNEY DOCKET NUMBER:	CLEARBROOK		
NAME OF SUBMITTER:	Mario A. Tabone		
SIGNATURE:	/Mario A. Tabone/		
DATE SIGNED:	03/18/2014		
Total Attachments: 4			
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OP \$65.00 3079510

TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered on the 17th day of March, 2014 (the "Effective Date"), by and between Ronnoco Coffee, LLC, a Delaware limited liability company having its principal place of business at 4241 Sarpy Ave., St. Louis, Missouri 63110, USA ("Assignor"), and Nature's2O, LLC, a Michigan limited liability company having its principal place of business at 8835 General Dr., Plymouth, Michigan 48170, USA ("Assignee")(each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademarks included on the attached **Exhibit A** (the "Trademarks"):

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title, and interest in the Trademarks set forth on **Exhibit A**, and including all common law rights therein, together with the goodwill of the business that is connected with the use of, and symbolized by, the Trademarks;

WHEREAS, Assignor and Assignee are parties to a Purchase Agreement dated January 31, 2014, as amended (the "Purchase Agreement"), wherein Assignee agreed to purchase, and Assignor agreed to sell, all of Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition associated with the Purchase Agreement and the purchase of the Trademarks by Assignee;

NOW THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, sells and sets over unto the Assignee and Assignee's successors, legal representatives and assigns, the entire right, title, and interest in and to any and all rights and privileges associated with the Trademarks, together with the goodwill of the business that is connected with the use of, and symbolized by, the Trademarks, and any and all renewals thereof, and the right to bring suit and collect damages for past infringements thereof.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. For the avoidance of doubt, Assignor represents and

warrants that (a) it has full right to convey the entire rights, title, and interest herein assigned, and (b) the assignment of the Trademarks does not violate or conflict with any agreement or obligation by which Assignee is bound.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents reasonably necessary or desirable by Assignee to record and perfect the rights and privileges of Assignee in and to the Trademarks.

4. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Assignor and the Assignee.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

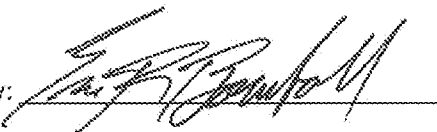
7. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative below.

ASSIGNOR:

Ronnoco Coffee, LLC

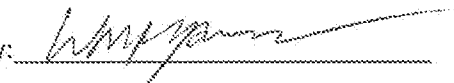
By: 

Name: Eric R. Bomball

Title: Chief Financial Officer

ASSIGNEE:

Nature's2O, LLC

By: 

Name: William Patrick Young

Title: Vice President of Retail Sales

Exhibit A

Assigned Trademarks

US Trademarks:

Trademark Description	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Clearbrook	78610959	3079510	4/18/2005	4/11/2006
Clearbrook and Design	85312549	4067205	5/4/2011	12/6/2011

State Trademarks:

Trademark Description	State	Trademark Registration Number	Date of Registration	Renewal Date
Clearbrook	Illinois	84730	2/8/2000	2/8/2015
Clearbrook and Design	Illinois	84729	2/8/2000	2/8/2015
	Indiana	2001-0182	4/6/2001	4/4/2016
	Kentucky	013942	4/17/2001	4/17/2016
	Missouri	14928	1/27/2000	1/26/2020
	Oklahoma	31599/12006587	3/26/2001	3/26/2016