

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Refreshment LLC	FORMERLY Advanced H2O LLC	01/13/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Niagara Bottling, LLC
Street Address:	2560 E. Philadelphia Street
City:	Ontario
State/Country:	CALIFORNIA
Postal Code:	91761
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3370727	COLOR COOLERZ!
Registration Number:	3134952	EAGLE CREEK
Registration Number:	3782276	TAKEITEASY
Serial Number:	85193640	L.A.B.S. LIQUID ABSORPTION BENEFIT SYSTE
Serial Number:	85376777	MADE WITH THE LAB SYSTEM
Registration Number:	2696481	MICROSTRUCTURED
Registration Number:	2851779	SIMPLY SMOOTH, PURELY DELICIOUS
Serial Number:	76394045	SIMPLY SMOOTH, PURELY DELICIOUS
Registration Number:	2640164	MICROSTRUCTURED
Registration Number:	2505528	ZAQUA
Registration Number:	2828326	ZAQUA!

CORRESPONDENCE DATA

Fax Number: 7145469035

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

Phone: 714-641-5100

Email: fsanders@rutan.com

Correspondent Name: Rutan & Tucker, LLP

Address Line 1: 611 Anton Blvd., Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

TRADEMARK

ATTORNEY DOCKET NUMBER:	101832-0000
NAME OF SUBMITTER:	Hani Z. Sayed
SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	03/18/2014
Total Attachments: 3 source=TMAssignment#page1.tif source=TMAssignment#page2.tif source=TMAssignment#page3.tif	

ASSIGNMENT

WHEREAS, Advanced Refreshment LLC (fka Advanced H2O LLC) a Delaware limited liability company having its principal place of business at 2560 E. Philadelphia Street, Ontario, California, 91761 USA (hereinafter referred to as "ASSIGNOR") wishes to assign any and all rights to the following marks and/or United States trademark filings listed on SCHEDULE A;

WHEREAS, Niagara Bottling, LLC, a Delaware limited liability company having its principal place of business at 2560 E. Philadelphia Street, Ontario, California 91761, USA (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring said marks and the Applications and Registrations thereof; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademarks, and any goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

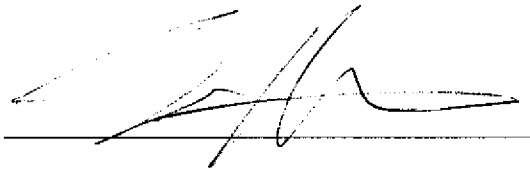
1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademarks, the Trademark Registrations, and any applications or renewals associated therewith, along with all goodwill associated therewith, and all other corresponding worldwide rights, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Assignor further covenants and agrees to execute all applications, assignments and oaths, and any other documents that Assignee may deem necessary or desirable for securing or maintaining the Trademarks, or any applications or registrations thereof, all without additional compensation to Assignor. Any fees/costs associated with recording this Assignment or other required documents with the appropriate national intellectual property authorities shall be paid by Assignee.
3. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks and corresponding entities or agencies in any applicable foreign countries or jurisdictions, record Assignee as the owner of the Trademarks.
4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No amendment or modification of this assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of Assignor and Assignee by their respective duly authorized representative.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by a duly authorized representative of Assignor as of the Effective Date.

ASSIGNOR: Advanced Refreshment LLC

Effective Date: 1/13/2014

By: 

Name: Brian M. Hess
Title: On behalf of Manager, Niagara Bottling, LLC

SCHEDULE A

Trademark	Application No.	Filing Date	Registration No.	Registration Date
COLOR COOLERZ!	78/902427	06-07-2006	3,370,727	01-15-2008
EAGLE CREEK	78/473647	08-25-2004	3,134,952	08-29-2006
TAKEITEASY	77/643635	01-05-2009	3,782,276	04-27-2010
L.A.B.S. LIQUID ABSORPTION BENEFIT SYSTEM	85/193640	12-08-2010		
MADE WITH THE LAB SYSTEM (logo)	85/376777	07-20-2011		
MICROSTRUCTURED	76/274360	06-19-2001	2,696,481	03-11-2003
SIMPLY SMOOTH, PURELY DELICIOUS	76/975992	04-10-2002	2,851,779	06-08-2004
SIMPLY SMOOTH, PURELY DELICIOUS	76/394045	04-10-2002		
MICROSTRUCTURED	75/814945	10-04-1999	2,640,164	10-22-2002
ZAQUA	75/970724	10-06-1999	2,505,528	11-06-2001
ZAQUA!	76/360154	01-17-2002	2,828,326	03-30-2004