

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319452

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in U.S. Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ice River Springs Water Co. Inc.		09/19/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank Canada		
<b>Street Address:</b>	70 York Street		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 1S9		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2090451	ICE RIVER SPRINGS	
<b>Registration Number:</b>	2202127	CANADIAN ESSENCE	
<b>Registration Number:</b>	3473123	TRUE ESSENCE	
<b>Registration Number:</b>	3759101	EAST SHORE SPRINGS	
<b>Registration Number:</b>	3971606	WHAT NATURE PROVIDES, WE HAVE A PASSION	
<b>Serial Number:</b>	85421135		
<b>Serial Number:</b>	86164987	THERE'S ENOUGH PLASTIC IN THE WORLD TODA	
<b>Serial Number:</b>	86207786	ICE RIVER GREEN	
<b>Serial Number:</b>	86271202	ICE RIVER BABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168526100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(716) 847-8400		
<b>Email:</b>	spiatkowski@phillipslytle.com		
<b>Correspondent Name:</b>	Phillips Lytle LLP		
<b>Address Line 1:</b>	One Canalside		
<b>Address Line 2:</b>	125 Main Street		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14203		

OP \$240.00 2090451

<b>ATTORNEY DOCKET NUMBER:</b>	14422.136
<b>NAME OF SUBMITTER:</b>	Sharon A. Piatkowski
<b>SIGNATURE:</b>	/Sharon A. Piatkowski/
<b>DATE SIGNED:</b>	10/08/2014
<b>Total Attachments: 3</b> source=Grant of Security Interest in U.S. Trademarks (Executed)#page1.tif source=Grant of Security Interest in U.S. Trademarks (Executed)#page2.tif source=Grant of Security Interest in U.S. Trademarks (Executed)#page3.tif	

**GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS**

**TO:** U.S. Patent and Trademark Office

**AND TO:** Those other parties that it may concern

**DATE:** September \_\_\_\_, 2014

**RE:** Notice of security interest in Subject IP (as defined below)

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Ice River Springs Water Co. Inc., a corporation incorporated in the Province of Ontario, Canada (the "**Grantor**") with its chief executive office located at 485387 30 Sideroad, Shelburne, Ontario, L9V 3N5, hereby grants to HSBC Bank Canada, as Agent, with principal offices at 70 York Street, Toronto, Ontario, M5J 1S9 (the "**Grantee**"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the trademarks, trademark registrations and trademark applications (the "**Subject IP**") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the General Security Agreement referred to below) and products of the Subject IP, (iii) the goodwill of the businesses with which the Subject IP is associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Subject IP or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Secured Liabilities of the Grantor under the Loan Documents, as such terms are defined in the General Security Agreement among, *inter alios*, the Grantor and the Grantee, dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**General Security Agreement**"). Upon the occurrence of the Termination Date (as defined in the General Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Subject IP acquired under this Grant subject to the terms of the General Security Agreement.

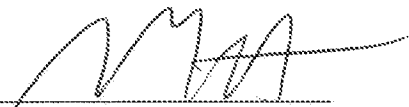
This Grant has been granted in conjunction with the security interest granted to the Grantee under the General Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the General Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the General Security Agreement, the provisions of the General Security Agreement shall govern. This Grant shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal laws of Canada applicable therein.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

**ICE RIVER SPRINGS WATER CO. INC.,**

Grantor

By 

Name:

Title:

**SCHEDULE A**

**SUBJECT IP**

**Registered trademarks and applications for trademark registrations:**

<i>Trade-mark</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
Ice River Springs			2090451	August 26, 1997
Canadian Essence			2202127	November 3, 1998
True Essence			3473123	July 22, 2008
East Shore Springs			3759101	March 9, 2010
What Nature Provides, We Have a Passion to Preserve			3971606	May 31, 2011
Bottle Design ("Bug" Device)	85/421135	September 13, 2011	N/A	N/A
There's enough plastic in the world today – we just need to find ways to reuse it.	86/164987	January 14, 2014	N/A	N/A
Ice River Green	86/207786	February 28, 2014	N/A	N/A
Ice River Baby	86/271202	May 5, 2014	N/A	N/A