

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING, LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DS Services of America, Inc.		
Street Address:	5500 New Northside Drive		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1273133	DEEP ROCK	
Registration Number:	1273807	DEEP ROCK	
Registration Number:	1279411	DEEP ROCK	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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>			
Phone:	312-460-5000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Julia K. Sutherland		
Address Line 1:	131 South Dearborn Street		
Address Line 2:	Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	036197-000016		
NAME OF SUBMITTER:	Julia K. Sutherland		
SIGNATURE:	/jks/		
DATE SIGNED:	12/31/2014		
Total Attachments: 4			
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RELEASE OF ASSIGNMENT OF TRADEMARK FOR SECURITY

THIS RELEASE is made as of this 16th day of December, 2014, by, MADISON CAPITAL FUNDING, LLC, a Delaware limited liability company as Agent for certain lenders party to that certain Credit Agreement dated as of September 21, 2004 ("Agent"), in favor of DS Services of America, Inc., a Delaware limited liability company, whose place of business and mailing address is 5500 New Northside Drive, Atlanta, GA 30328, as successor in interest to Deep Rock Water Co. ("Debtor").

WHEREAS, Deep Rock Water Co. ("Deep Rock") previously granted to Agent a security interest in the Trademark Collateral (as defined below) pursuant to that certain Trademark Security Agreement dated as of September 21, 2004 (the "Security Documents"), which security interest was recorded with the United States Patent and Trademark Office on September 23, 2009 at Reel 4066, Frame 0410,

WHEREAS, DS Waters of America, Inc. acquired the assets and business of Deep Rock, including the Trademark Collateral, on December 1, 2011.

WHEREAS, DS Waters of America, Inc. changed its name to "DS Services of America, Inc." on February 26, 2014.

WHEREAS, Debtor has requested that Agent release its security interest in and lien on all of Debtor's right, title and interest in, to, and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Agent hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its right, title and interest in and to any and all liens and security interests it may have in the following (collectively, the "Trademark Collateral");

(a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, including each mark, registration, and application listed on Exhibit A attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks;

(d) all rights to sue for past, present and future infringements of any and all Trademarks;

(e) all rights corresponding to any and all of the Trademarks throughout the world;

(f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and registrations and service mark registrations and applications, including the trademarks listed on Exhibit A and the Trademark Licenses (as defined in the Security Agreement) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and

(g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything in this Agreement to the contrary, in no event shall the Trademark Collateral include, and the grant of a security interest shall not extend to any U.S. intent-to-use trademark application ("Intent to Use Applications") for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement of use is filed).

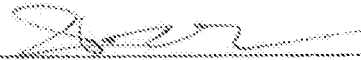
2. Agent consents and agrees to execute and deliver, at the request and cost of Debtor, such further instruments, documents and release forms as Debtor may reasonably request to more effectively, release, terminate and extinguish any such liens and security interests upon such Trademark Collateral.

This Release shall be binding upon Agent's legal representatives, assigns and successors.

IN WITNESS WHEREOF, Debtor and Agent have duly executed this Release of Assignment of Trademark for Security as of the date first written above.

DEBTOR:

DS Services of America, Inc.
a Delaware corporation

By: 
Name: *Ryan K. Owens*
Its: *SVP, Chief Legal Officer*

AGENT:

MADISON CAPITAL FUNDING, LLC,
a Delaware limited liability company

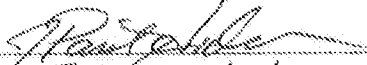
By: 
Name: *J Paul Hicks*
Its: *Chief Credit Officer*

EXHIBIT A

Federal Trademark Registrations:

Trademark	Goods/Services	Reg. No.	Registration Date
Deep Rock	Distributorship services, Bottled water/water coolers	1,273,133	4/3/1964
Deep Rock	Artesian drinking water	1,273,807	4/10/1984
Deep Rock	Distilled Water	1,279,411	5/29/1984

State Trademark Registrations

Trademark	State	Reg. No.	Registration Date
Deep Rock	Colorado	19851007593	12/22/1997
Deep Rock	Colorado	19851009631	7/16/2002
Mile High 1120	Colorado	20041160312	5/3/2004
Deep Rock	Kansas	5350	6/7/1998
Deep Rock	Nebraska	6858619	1/13/1999
Deep Rock	Nevada	NA	4/2/2004
Deep Rock	New Mexico	TK98072103	7/21/1998
Deep Rock	South Dakota	3000003860	7/14/1998
Deep Rock	Utah	2510378-0190	6/7/1998
Deep Rock	Wyoming	01213	6/7/1998
Glacier Bay	Illinois	083637	5/14/1999