

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nicolet Forest Bottling Company, Inc.		02/06/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Premium Waters, Inc.		
Street Address:	2100 Summer Street		
Internal Address:	Suite 100		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3170860	NICOLET	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	(612) 343-2178		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Elizabeth C. Buckingham		
Address Line 1:	DORSEY & WHITNEY LLP, 50 South Sixth St.		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	T251708.US.01		
NAME OF SUBMITTER:	Elizabeth C. Buckingham		
SIGNATURE:	/Elizabeth C. Buckingham/		
DATE SIGNED:	02/24/2015		
Total Attachments: 4			
source=TM Assignment Agreement with Nicolet#page1.tif			
source=TM Assignment Agreement with Nicolet#page2.tif			

CH \$40.00 3170860

source=TM Assignment Agreement with Nicolet#page3.tif
source=TM Assignment Agreement with Nicolet#page4.tif

**Trademark Assignment Agreement
with Nicolet Forest Bottling Company, Inc.**

This Trademark Assignment Agreement (this "**Trademark Assignment**"), dated as of February 6, 2015, is entered into between Nicolet Forest Bottling Company, Inc., a Wisconsin corporation, having a principal place of business at 39 South Barrington Road, South Barrington, Illinois 60010 ("**Assignor**"), and Premium Waters, Inc., a Minnesota corporation, having a principal place of business at 2100 Summer Street, Suite 100, Minneapolis, Minnesota 55413 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to an Assignment of Intellectual Property Rights entered into on February 6, 2015, pursuant to which Assignor agreed to transfer to Assignee all right, title, and interest in and to the trademarks identified on the attached Exhibit 1 (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks, including the applications and registrations identified on Exhibit 1.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment of Marks**. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit 1, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. **Form of Execution and Counterparts**. This Agreement may be executed via fax and/or PDF format and in counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed and such Trademark Assignment is effective as of the date indicated below.

DATED: January 31, 2015

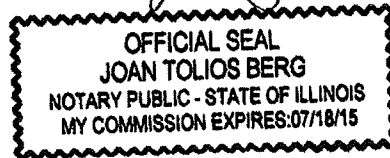
NICOLET FOREST BOTTLING
COMPANY, INC.
(Assignor)

By [Signature]
Name:
Title:

STATE OF Illinois)
COUNTY OF Cook : SS.

Subscribed and sworn to before me, a Notary Public, this 31st day of January, 2015.

[Signature]
Notary Public



PREMIUM WATERS, INC.
(Assignee)

By _____
Name:
Title:

STATE OF _____)
COUNTY OF _____ : SS.

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 2015.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed and such Trademark Assignment is effective as of the date indicated below.

DATED: _____, 20__

NICOLET FOREST BOTTLING
COMPANY, INC.
(Assignor)

By _____
Name:
Title:

STATE OF _____)
: SS.
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 2015.

Notary Public

PREMIUM WATERS, INC.
(Assignee)

By Greg Neme 1/31/15
Name: GREG NEME C
Title: President

STATE OF MN)
: SS.
COUNTY OF Hennepin)

Subscribed and sworn to before me, a Notary Public, this 31 day of January, 2015.

Aimee M. Nystrom
Notary Public



Exhibit 1

NICOLET	Registered	3,170,860	11/14/06