TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM375958

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HIGHLAND SPRING, INC.		02/17/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HIGHLAND SPRING LIMITED	
Street Address:	Stirling Street	
City:	Blackford, Perthshire	
State/Country:	UNITED KINGDOM	
Postal Code:	PH41QA	
Entity Type:	Limited Company: UNITED KINGDOM	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1267333	HIGHLAND SPRING

CORRESPONDENCE DATA

Fax Number: 7038482981

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.

Phone: 7035843270

Email: tcole@rmsclaw.com,trademarks@rmsclaw.com

Correspondent Name: Thomas W. Cole

Address Line 1: 7918 Jones Branch Drive, Suite 500

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	TWC
NAME OF SUBMITTER:	Thomas W. Cole
SIGNATURE:	/Thomas W. Cole/
DATE SIGNED:	03/08/2016

Total Attachments: 3

source=TM assignment HS inc 17 02 16#page1.tif source=TM assignment HS inc 17 02 16#page2.tif source=TM assignment HS inc 17 02 16#page3.tif

> **TRADEMARK** REEL: 005747 FRAME: 0681

900356714

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT takes effect from 17 FEBRUARY 2016.

BETWEEN:

Highland Spring, Inc. of 800 Vinial Street, Pittsburgh, Pennsylvania, United States, 15212, a company organised and existing under the laws of Delaware, USA (hereinafter called "the

Assignor") of the one part and

Highland Spring Limited, of Stirling Street, Blackford, Perthshire, PH4 1QA registered under

Company No. SC067399 (hereinafter called "the Assignee") of the other part;

WHEREAS the Assignor is the Proprietor of US Trade Mark Registration No 1267333

HIGHLAND SPRING registered in Class 32 (hereinafter referred to as "the Trade Mark")

short particulars of which are set out in Schedule One attached hereto.

AND WHEREAS the Assignee is desirous of acquiring all rights in or to the Trade Mark;

AND WHEREAS as the Assignor is a wholly owned subsidiary owned by the Assignor, set

up to facilitate distribution of HIGHLAND SPRING mineral water in the USA;

AND WHEREAS an exclusive importer and product sales agreement was entered into

between the Assignee and Connexus HS, USA on 12 November 2013, and the role in

distribution by the Assignor being wound down thereafter, the Trade Mark is to be

transferred to the Assignee as the parent company.

NOW THEREFORE for good and valuable consideration, the Assignor DOES HEREBY:

1. Assign to the Assignee all property, right, title and interest to the Trade Mark

including goodwill therein, and including the right to sue for damages and other remedies in

respect of any infringement which may have occurred prior to the effective date of

assignment.

1

TRADEMARK
REEL: 005747 FRAME: 0682

2. Covenant to execute all documents, forms and authorizations and depose to or swear any declaration or oath as may reasonably be required for absolutely vesting full right, title and interest in the Trade Mark in favour of the Assignee.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties hereto to take retrospective effect from the date first above written.

Signed for and on behalf of Highland Spring Inc Signed for and on behalf of Highland Spring Limited

hes.

Name: LES MONTGOMERY

Position: DIRECTOR

Name: LES MONTGOMERY

Position: PIRECTOR ICEO

24

SCHEDULE 1

Mark	Number	Registration	Country	Filing	Class and Goods
		Date		date	
HIGHLAND	1267333	14/02/1984	US	4/03/1980	Class 32
SPRING					Bottled drinking water

3

TRADEMARK REEL: 005747 FRAME: 0684