

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419281

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	This is an assignment by Court Order filed in the Circuit Court of Pulaski, Arkansas Civil Division ordering the Transfer of Ownership in said registration		
<b>RESUBMIT DOCUMENT ID:</b>	900395631		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clear Water Holdings, LLC		03/10/2017	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RealPure Bottling, Inc.		
<b>Street Address:</b>	2445 NW 42nd Street		
<b>City:</b>	Ocala		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34475		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1829543	REALPURE BRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9543323584		
<b>Email:</b>	derek@plusfirm.com		
<b>Correspondent Name:</b>	Derek Fahey		
<b>Address Line 1:</b>	101 NE 3rd Avenue, suite 1500		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>ATTORNEY DOCKET NUMBER:</b>	REALPUREBRAND - RICHMOND		
<b>NAME OF SUBMITTER:</b>	Derek Fahey		
<b>SIGNATURE:</b>	/Derek Fahey/		
<b>DATE SIGNED:</b>	03/10/2017		
<b>Total Attachments: 36</b>			
source=Explanation For Change in Ownership-RealPureBrand with exhibits#page 1.tif			



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Application Serial Number: 74407381  
Customer Number: 10590  
Registration Number: 1829543  
Mark: REALPURE BRAND

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**EXPLANATION OF TRANSFER OF OWNERSHIP**

Clear Water Holdings, L.L.C., an Oklahoma Limited Liability Company (“Clear Water”), by and through the undersigned counsel, submits this Explanation of Transfer of Ownership pursuant to 37 C.F.R. §3.73(a), 37 C.F.R. §3.73(b), and TMEP § 502.01, and in support thereof, states the following:

1. Clear Water was formed to acquire assets in the beverage industry. A copy of the corporate filings from the websites for the Secretary of State of the States of Mississippi and Oklahoma are attached hereto as **Exhibit A**.

2. Clear Water is the correct current owner of U.S. Trademark Registration No. 1829543 for REALPURE BRAND for international class 032 covering fruit flavored drinks containing water and fruit juices; noncarbonated fruit juice drink containing water; syrups for use in the manufacture of soft drinks; concentrates for making fruit flavored drinks with water; whipped fruit drinks containing water for consumption on or off the premises; and carbonated and non-carbonated isotonic electrolyte beverages (the “Mark”).

5. Mountain Pure, L.L.C. (“Mountain Pure”) is currently and incorrectly listed on the USPTO’s TESS system as the Mark’s owner due to the recent change in ownership of the Mark.

6. Clear Water acquired the Mark, along with other assets and facilities, from Mountain Pure via a Sheriff's sale on October 21, 2014 and through a similar process on February 23, 2015 after Mountain Pure defaulted on its obligations to senior creditor. A copy of the Civil Cover Sheet, Complaint, Order Confirming Foreclosure Sale, and Report of the Foreclosure Sale wherein assets of Mountain Pure were purchased by Clear Water are attached hereto as **Exhibit B**.

7. The Affidavit of J. Scott Dickman, one of the principals and member managers of Clear Water Holdings, L.L.C., in support of the above facts is attached hereto as **Exhibit C**.

8. As a result of the above, Clear Water Holdings, L.L.C. has established the right to take action in U.S. Trademark Registration No. 1829543 for REALPURE BRAND for international class 032 covering fruit flavored drinks containing water and fruit juices; noncarbonated fruit juice drink containing water; syrups for use in the manufacture of soft drinks; concentrates for making fruit flavored drinks with water; whipped fruit drinks containing water for consumption on or off the premises; and carbonated and non-carbonated isotonic electrolyte beverages pursuant to 37 C.F.R. §3.73(a), 37 C.F.R. §3.73(b) and TMEP § 502.01, and as a result Clear Water Holdings, L.L.C. may take action regarding said Mark.

By: /Derek Fahey/  
Derek Fahey, Reg. No. 66,720  
Customer No. 10590  
101 N.E. 3<sup>rd</sup>. Ave. suite 1500  
Fort Lauderdale, FL 33301  
952-332-3584 (voice)  
derek@plusfirm.com

# EXHIBIT A



**DELBERT HOSEMANN**  
*Secretary of State*

This is not an official certificate of good standing.

Name History

<b>Name</b>	<b>Name Type</b>
Clear Water Holdings, LLC	Legal
Shooting Star Beverages, LLC	Alias

Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1056006
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	11/24/2014
<b>State of Incorporation:</b>	OK
<b>Principal Office Address:</b>	1203 E. 33rd St., Ste. 250 Tulsa, OK 74105

Registered Agent

**Name**  
NATIONAL REGISTERED AGENTS, INC.  
645 LAKELAND EAST DR, STE 101  
FLOWOOD, MS 39232

Officers & Directors

<b>Name</b>	<b>Title</b>
Debra White 188 E. Capitol Street, Suite 400 Jackson, MS 39208	Other
Scott Dickman 1203 E. 33rd St., Ste. 250 Tulsa, OK 74105	Manager
Jack H. Bird 1203 E. 33rd St., Ste. 250	Manager

**TRADEMARK**

Tulsa, OK 74105

**TRADEMARK**

## Details

Filing Number:

3512459875

Entity Name:

CLEAR WATER HOLDINGS, LLC

Status:

In Existence

Entity Type:

Domestic Limited Liability Company

Jurisdiction:

Oklahoma

Original Filing Date:

Jun 27 2014

Duration:

Perpetual

Entity Address:

1203 E 33RD STREET, SUITE 250 TULSA, OK, 74105, USA

## Registered Agent Information

Name:

R. TOM HILLIS

Effective:

Jun 27 2014

Address:

15 E. FIFTH ST., STE. 3700

City,State,ZipCode:

TULSA OK 74103

## FILING HISTORY :

Document Number	Filing Type	Filing Date
24817350002	Articles of Organization	June 27, 2014
25968300002	Trade Name Report	November 17, 2014
28266060109	Terminated	August 27, 2015
28652630002	Reinstatement	October 16, 2015
30770640002	Annual Certificates	June 27, 2016

## NAMES INFORMATION

Name	Name Type	Name Status	Creation Date
CLEAR WATER HOLDINGS, LLC	Legal	In use	August 27, 2015

## PRINCIPALS

No entries found.

## TRADENAMES

Name	Name Status
SHOOTING STAR BEVERAGES	Active

TRADEMARK



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STOCKS INFORMATION

No entries found.

POC:

\$0

TAC:

\$0

Total Investment in OK:

\$0

Qualified:

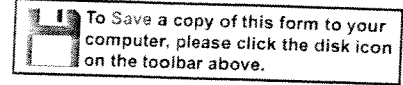
NO

**TRADEMARK**

# EXHIBIT B

Multiple claims. If a complaint asserts multiple claims which involve different subject matter divisions of the circuit court, the cover sheet for that division which is most definitive of the nature of the case should be selected and completed.

**COVER SHEET  
STATE OF ARKANSAS  
CIRCUIT COURT: CIVIL**



The civil reporting form and the information contained herein shall not be admissible as evidence in any court proceeding or replace or supplement the filing and service of pleadings, orders, or other papers as required by law or Supreme Court Rule. This form is required pursuant to Administrative Order Number 8. Instructions are located on the back of the form.

County: PULASKI **FILING INFORMATION** District: \_\_\_\_\_ Docket Number: CV

Judge: \_\_\_\_\_ Division: \_\_\_\_\_ Filing Date: \_\_\_\_\_

Plaintiff: SIMMONS FIRST NATIONAL BANK Defendant: MOUNTAIN PURE, LLC ET AL.

Attorney Providing Information: JESS ASKEW III 124 W CAPITOL, STE. 2000, LITTLE ROCK, AR 72201  
 Plaintiff  Defendant  Intervenor Address

Litigant, if Pro Se: \_\_\_\_\_ Address \_\_\_\_\_

Related Case(s): Judge \_\_\_\_\_ Address \_\_\_\_\_  
Case Number(s) \_\_\_\_\_

**Type of Case:**

**Torts**

- (NM) Negligence: Motor Vehicle
- (NO) Negligence: Other
- (BF) Bad Faith
- (FR) Fraud
- (MP) Malpractice
- (PL) Product Liability
- (OD) Other \_\_\_\_\_

**Equity**

- (FC) Foreclosure
- (QT) Quiet Title
- (IJ) Injunction
- (PT) Partition
- (OT) Other \_\_\_\_\_

**Miscellaneous**

- (CD) Condemnation
- (RE) Replevin
- (DJ) Declaratory Judgment
- (UD) Unlawful Detainer
- (IN) Incorporation
- (EL) Election
- (FJ) Foreign Judgment
- (WT) Writs \_\_\_\_\_
- (AA) Administrative Appeal
- (CF) Property Forfeiture
- (RD) Remove Disabilities
- (NC) Name Change
- (OM) Other \_\_\_\_\_

**Contracts**

- (IS) Insurance
- (DO) Debt: Open Account
- (PN) Debt: Promissory Note
- (EM) Employment
- (OC) Other \_\_\_\_\_

Jury Trial Requested:  Yes  No

Manner of Filing:  Original  Re-open  Transfer  
 Return from Federal/Bankruptcy Court

**DISPOSITION INFORMATION**

Disposition Date: \_\_\_\_\_  Bench Trial  Non-Trial  Jury Trial

**Judgment Type:**

- (DJ) Default Judgment
- (SJ) Summary Judgment
- (CJ) Consent Judgment
- (TJ) Trial Judgment
- (OJ) Other Judgment
- (PG) Petition Granted
- (PD) Petition Denied
- (DF) Decree of Foreclosure

**Dismissal Type:**

- (DW) Dismissed with Prejudice
- (DN) Dismissed without Prejudice

**Other:**

- (TR) Transferred to Another Jurisdiction
- (RB) Removed to Bankruptcy Court
- (RF) Removed to Federal Court
- (AR) Arbitration

**Judgment For:**

Plaintiff  Defendant  Both

Judgment Amount: \$ \_\_\_\_\_

Clerk's Signature \_\_\_\_\_  
AOC 23 10-01  
625 Marshall Street  
Little Rock, AR 72201

Date \_\_\_\_\_

Send 1 paper or electronic copy to AOC upon filing.  
Send 1 paper or electronic copy to AOC upon disposition.  
Keep original in court file.

**Effective 1-1-2002**

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
\_\_\_\_\_ DIVISION

SIMMONS FIRST NATIONAL BANK

PLAINTIFF

vs.

Case No.: \_\_\_\_\_

MOUNTAIN PURE, LLC d/b/a  
MOUNTAIN PURE WATER COMPANY;  
MOUNTAIN PURE MS, LLC;  
MPAR, LLC; MPMS, LLC;  
MOUNTAIN PURE HOLDINGS, LLC;  
JOHN B. STACKS; INTERNATIONAL  
PLASTICS & EQUIPMENT CORP. a/k/a  
PORTOLA PACKAGING, INC.;  
MERCHANTS AND PLANTERS BANK; and  
OZARK HERITAGE BANK, N.A.

DEFENDANTS

**COMPLAINT FOR FORECLOSURE**

Plaintiff Simmons First National Bank, for its Complaint for Foreclosure against the Defendants, states:

1. Simmons brings this action to collect on past-due and defaulted loans of more than \$16.5 million owed by the Mountain Pure Defendants and to foreclose on the real and personal property pledged as collateral to secure the loans. Simmons seeks appointment of a Receiver to protect, maintain and operate the collateral securing the loans while this action is pending.

**PARTIES**

2. Simmons First National Bank (“Simmons” or “Lender”) is a national banking association organized under the laws of the United States. Its principal place of business is 501 Main St., Pine Bluff, Arkansas 71601. Simmons is successor by merger to Metropolitan National Bank with respect to all of the loans and collateral at issue in this action.

3. Mountain Pure, LLC d/b/a Mountain Pure Water Company (“Mountain Pure”), is an Arkansas limited liability company with its principal place of business at 6921 Interstate 30, Little Rock, Arkansas. Its registered agent is The Corporation Company, 425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 72201.

4. Mountain Pure MS, LLC (“Mountain Pure MS”), is a Mississippi limited liability company with its principal place of business at 6921 Interstate 30, Little Rock, Arkansas 72209. Its registered agent is John B. Stacks, 130 Colby Drive, Magee, Mississippi 39111.

5. MPAR, LLC (“MPAR”), is an Arkansas limited liability company with its principal place of business at 6921 Interstate 30, Little Rock, Arkansas 72209. Its registered agent is John B. Stacks, 14340 Hwy 65 S, Damascus, Arkansas 72039.

6. MPMS, LLC (“MPMS”), is an Arkansas limited liability company with its principal place of business at 6921 Interstate 30, Little Rock, Arkansas 72209. Its registered agent is John B. Stacks, 14340 Hwy 65 S, Damascus, Arkansas 72039.

7. Mountain Pure Holdings, LLC (“MP Holdings”), is a Delaware limited liability company with its principal place of business at 6921 Interstate 30, Little Rock, Arkansas 72209. Its registered agent is the Corporation Service Company, 2711 Centerville Rd., Ste. 400, Wilmington, Delaware 19808. MP Holdings is the sole member of Mountain Pure, LLC and Mountain Pure MS, LLC.

8. John B. Stacks (“Stacks”) is a resident of Van Buren County, Arkansas. Stacks is the manager of MP Holdings and the sole member of MPAR, LLC and MPMS, LLC.

9. International Plastics & Equipment Corp. is a Pennsylvania Corporation with its principal place of business at 185 Northgate Circle, New Castle, Pennsylvania 16105. No registered agent is listed for this company with the Pennsylvania Secretary of State. Upon information and belief, International Plastics & Equipment Corp. was merged with Portola

Packaging, Inc., which is a Delaware corporation with its principal place of business in Naperville, Illinois. The registered agent for Portola Packaging, Inc. is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Upon further information and belief, Portola Packaging, Inc. was acquired by Silgan Holdings Inc. on October 22, 2013 but it is unknown whether the entities will be merged or a name change will occur. The registered agent for Silgan Holdings, Inc. is the same as for Portola Packaging, Inc.

10. Merchants and Planters Bank is an Arkansas bank with its principal place of business in Newport, Arkansas. Its registered agent is Jim S. Gowen, Jr., P.O. Box 650, Newport, Arkansas 72112-0650.

11. Ozark Heritage Bank, N.A. is a national bank organized under the laws of the United States with its principal place of business in Mountain View, Arkansas. No registered agent for Ozark Heritage Bank is listed with the Arkansas State Bank Department or Arkansas Secretary of State. Ozark Heritage Bank's address is 802 E. Main Street, Mountain View, Arkansas 72560 or P.O. Box 2750, Mountain View, Arkansas 72560.

#### **JURISDICTION AND VENUE**

12. This Court has subject matter jurisdiction over this proceeding pursuant to ARK. CODE ANN. § 16-13-201.

13. Venue is proper in this Court because real and personal property subject to this action is located in Pulaski County, Arkansas. ARK. CODE ANN. § 16-60-101.

14. Each of the defendants is subject to personal jurisdiction in Pulaski County based upon the facts and property interests alleged in this complaint.

#### **FACTS**

15. The Defendants Mountain Pure, LLC, Mountain Pure MS, LLC, MPMS, LLC, MPAR, LLC, Mountain Pure Holdings, LLC, and John B. Stacks (together the "Mountain

Pure Defendants”) are makers or guarantors of six loans and promissory notes due and owing to Simmons in the aggregate sum of more than \$16.5 million.

16. As of March 10, 2014, the amount owed on the six loans was:

Loan Name	Loan Number	Principle Balance	Interest Due	Deferred Interest Due	Late Charges	Payoff	Per Diem
Mountain Pure LLC	115025421	989,935.56	21,727.78	13,493.70	62,387.89	1,087,544.93	88.14
Mountain Pure LLC	115099433	6,957,437.20	152,706.55	96,163.25	242,295.75	7,448,602.75	619.50
MPAR LLC	115058249	2,156,079.63	47,323.10	29,371.81	74,467.43	2,307,242.00	191.98
Mountain Pure MS LLC	115082972	672,301.26	16,594.89	9,208.33	42,600.84	740,705.32	59.86
Mountain Pure MS LLC	115111345	2,451,744.64	53,812.55	33,886.10	81,779.08	2,621,222.37	218.31
MPMS, LLC	115082662	2,156,080.34	47,323.11	29,371.86	74,568.33	2,307,343.64	191.98
Totals as of 03/10/14		15,383,578.63	339,487.98	211,495.05	578,099.32	<b>\$16,512,661.01</b>	1,369.77

17. No payments of principal, interest, or late charges has been made since September 6, 2013. Interest on the loans continues to accrue at the rates shown in the above table.

18. All of the loans matured on June 30, 2012, as Mountain Pure Defendants admitted and agreed on March 18, 2013 in the Forbearance Agreement attached and incorporated herein by reference as **Exhibit A**.

19. All of the loans contain provisions for cross default such that a default on one loan is a default on all of them. All of the loans are cross-collateralized, so that the real and personal property pledged to secure any of the loans is pledged to secure all of the loans.

20. The Mountain Pure Defendants admitted and agreed in the Forbearance Agreement that all of the loans are in default.

21. In the Forbearance Agreement, the Mountain Pure Defendants admitted and agreed that all of the Loans and Loan Documents, as those terms are defined in the Forbearance

Agreement, and the Forbearance Agreement, are “valid and binding agreements and obligations of the parties thereto and that none of the Obligors [Defendants] have any defense, offset or counterclaim against the Lender [Simmons] or the exercise of remedies by Lender with respect to the Loans [and] the Loan Documents.” (Exhibit A, ¶ 8) All of the loans and instruments described in this Complaint are included in this admission and agreement by the Defendants.

22. In the Forbearance Agreement, Lender agreed to forbear collection of the Loans for five months between March 18, 2013 and August 18, 2013. The Defendants and the Lender specifically agreed that the forbearance and Forbearance Agreement did not “in any way extend the maturity date of the Loans beyond June 30, 2012.” (Exhibit A, ¶ 11)

23. Under the Forbearance Agreement, Lender offered Mountain Pure Defendants a significant forgiveness of debt and a waiver of accrued Late Fees if Mountain Pure Defendants performed all requirements of the Forbearance Agreement and paid the Loans in full on August 18, 2013. (Exhibit A, ¶ 7) Mountain Pure Defendants failed to perform the Forbearance Agreement or pay off the Loans in full.

24. Since expiration of the Forbearance Agreement, Lender has not agreed to renew, extend or forbear in the collection of the Loans or to provide any discount for payment of the Loans. Lender has expressly and repeatedly revoked and rescinded any and all purported promises, proposals, understandings or undertakings, oral or written, concerning the Loans or Loan Documents, collection of the debt, or foreclosure of collateral assertedly made after the parties signed the Forbearance Agreement on March 18, 2013.

25. Within the past 120 days, Stacks has been indicted for alleged federal crimes, trade creditors of some of the Mountain Pure Defendants have filed suit to collect asserted trade payables of approximately \$600,000.00, and some of the Mountain Pure Defendants have been



sued for fraud and securities fraud in an action that seeks appointment of a Receiver over certain of the Mountain Pure Defendants.

26. The Mountain Pure Defendants have admitted to Simmons their inability to pay principal or interest on the Loans.

### **THE LOANS**

#### **Loan Nos. 115025421 & 115058249**

27. Loan Nos. 115025421 and 115058249 originated as one line of credit loan to Mountain Pure in an amount not to exceed at any one time the principal sum of Six Million Three Hundred Thousand Dollars (\$6,300,000.00), evidenced by a Negotiable Term Revolving Line of Credit Promissory Note payable to the order of Lender and a Line of Credit Loan Agreement dated June 16, 2004, executed by Mountain Pure and Lender.

28. On August 25, 2005, Mountain Pure, Stacks and Lender agreed to increase and bifurcate the original line of credit loan into two separate loans: (1) a line of credit in the original principal amount of Two Million Dollars (\$2,000,000.00), evidenced by an August 2005 Amended and Substituted Negotiable Term Revolving Line of Credit Note dated August 25, 2005, attached and incorporated herein by reference as **Exhibit B** ("Loan No. 115025421"), and (2) a term loan in the original principal amount of Six Million Dollars (\$6,000,000.00), evidenced by a Negotiable Term Promissory Note dated August 25, 2005, attached and incorporated herein by reference as **Exhibit C** ("Loan No. 115058249").

29. Loan Nos. 115025421 and 115058249 are secured by mortgages on the following real property which also contain a grant of security interests on the property described in Exhibit D below:

- (1) The "Interstate Property" in Pulaski County, more particularly described as:

Part of the SE ¼ SE ¼ of section 29 and part of the North 32 Rods of the NE ¼, NE ¼ Section 32, all in Township 1 North, Range 12 West, now in the city of Little Rock, Pulaski County, Arkansas, more particularly described as follows: Commencing at the Southeast Corner of the North 32 rods of said NE ¼ NE ¼ for the Point of Beginning; Thence South 89 Degrees 28 minutes 16 Seconds West 493.62 Feet; Thence North 42 Degrees 19 Minutes 30 Seconds West 666.88 Feet to a Point on the South Right of Way Line of Interstate 30; Thence along said South Right of way Line North 45 Degrees 35 Minutes 24 Seconds East 467.76 Feet; Thence Leaving Said East Right of Way Line South 46 Degrees 40 Minutes 07 Seconds East 839.71 Feet to a Point on the East Line of Said NE ¼ NE ¼; Thence Along Said East Line South 0 Degrees 33 Minutes 09 Seconds West 239.61 Feet to the Point of Beginning.

(2) The “Jamison Property” in Pulaski County, described more fully as:

South Sixteen (16) Rods of the North Forty-Eight (48) Rods of the Northeast Quarter (NE ¼), Section Thirty-Two (32), Township One (1) North, Range Twelve (12) West

ALSO DESCRIBED AS:

Part of the NE ¼ NE ¼, Section 32, T-1-N, R-12-W, City of Little Rock, Pulaski County, Arkansas, More particularly described as follows: Commence at the SW Corner of said NE ¼ NE ¼, Thence N 0° 14’ 14” E, along the West line of Said NE ¼ NE ¼ 528.0 feet to the Point of Beginning; thence N 0° 14’ 14” E, along said West Line, 234.98 feet; Thence N 89° 16’ 50” E, Along the South Line of Tucker’s Commercial Acres, 1335.77 Feet to the East Line of said NE ¼ NE ¼ as established by Donald W. Brooks, October 20, 1999; thence S 00° 38’ 25” W, 254.34 feet; thence N 89° 53’ 23” W, 1333.8 feet to the Point of Beginning, by Donald L. Brooks, Survey Dated July 18, 2007.

(3) The “Hot Springs Property” in Garland County, described more fully as:

Being a part of the SW ¼ and a part of the W ½ of the SE ¼ of Section 12, Township 2 South, Range 19 West, Garland County, Arkansas; more particularly described as follows: Beginning at the NE corner of the SW ¼ South 00 degrees 00’ 23” East 720.80 feet to the Point of Beginning; thence continue South 00 degrees 00’ 23” East along said East line 179.97 feet; thence leaving said East line South 85 degrees 39 minutes 43 seconds East 232.61 feet (deeded 198.15 feet); thence South 29 degrees 52 minutes 00 West 68.13 feet; thence South 02 degrees 47 minutes 17 seconds East (deeded North 02 degrees 22 minutes West) 113.00 feet; thence South 79 degrees 30 minutes 00 seconds East 246.00 feet to the West Right of Way of Highway #7 North; thence along said right of way to a point South 32 degrees 47 minutes 13 seconds West 198.80 feet; thence to a point South 32 degrees 46 minutes 53 seconds West 277.70 feet; thence leaving said Right of Way North 81 degrees 18 minutes 48 seconds West 1,348.27 feet; thence North 15 degrees 52 minutes 20 seconds West 800.65 feet; thence South 83 degrees 21 minutes 40 seconds East 1,373.59 feet to the Point of Beginning.

LESS AND EXCEPT: That portion of the said lands conveyed to Fountain Lake School District No. 18 by Deed dated September 26, 1985, and recorded in Book 1138 at Page 44 of the Records of Garland County, Arkansas, and more particularly described as follows: A part of the S ½ of the NW ¼ of the SE ¼; Section 12, Township 2 South, Range 19 West, Garland County, Arkansas, more particularly described as follows: Beginning at an iron pin at the Northwest

corner of the said S ½ NW ¼ SE ¼; thence South 85 degrees 39 minutes 43 seconds East 337.15 feet to an iron pin in an existing fence line; thence South 31 degrees 46 minutes 04 seconds West along said fence line; thence South 31 degrees 46 minutes 04 seconds West along said fence line 280.76 feet to an iron point; thence North 85 degrees 39 minutes 43 seconds West 198.15 feet to an iron pin on the West line of said S ½ NW ¼ SE ¼; thence North 02 degrees 07 minutes 00 seconds East along the West line thereof 249.38 feet to the Point of Beginning.

30. True copies of the Mortgages referenced are collectively attached hereto as **Exhibit D**.

31. To further secure repayment of Loan Nos. 115025421 and 115058249, Lender perfected its security interest in the personal property pledged as collateral for those loans by filing its UCC Financing Statements with the Arkansas Secretary of State as follows:

<u>Date Filed</u>	<u>Filing ID</u>	<u>Reference</u>
07/14/2004	41263968695	
02/26/2009	7131299563	Continuation of 41263968695
01/14/2014	40000081877419	Continuation of 41263968695
12/09/2005	61279170790	
06/29/2010	40000015493622	Continuation of 61279170790

32. True copies of the UCC Financing Statements referenced in the preceding paragraph are collectively attached hereto as **Exhibit E**.

**Loan No. 115099433**

33. On March 22, 2007, Mountain Pure executed and delivered a Promissory Note payable to the order of Lender in the original principal sum of Two Million Nine Hundred Sixty-Five Thousand Dollars (\$2,965,000.00) dated March 22, 2007, attached and incorporated herein by reference as **Exhibit F** (“Loan No. 115099433”), as amended and restated by that certain Amended Restated Promissory Note dated September 10, 2009, and Second Amended and Restated Promissory Note dated September 10, 2010, attached and incorporated herein by reference as collective **Exhibit G**.

a. Loan No. 115099433 was further evidenced by a Business Loan Agreement dated March 22, 2007, as subsequently amended, and was originally secured by real and personal property in Mississippi, including, *inter alia*, a Commercial Security Agreement dated March 22,

2007, attached and incorporated herein by reference as collective **Exhibit H** granting a first lien on Mountain Pure's machinery and equipment.

32. To further secure repayment of Loan No. 115099433, Lender perfected its security interest in the personal property pledged as collateral for the loan by filing its UCC Financing Statements with the Arkansas Secretary of State as follows:

Date Filed	Filing ID	Reference
04/23/2007	7129450314	
10/26/2011	40000039609243	Continuation of 7129450314

33. All of the personal property pledged as collateral for loan is described more fully in the UCC Financing Statements collectively attached hereto as **Exhibit I**.

#### **Loan No. 115082972**

34. On April 7, 2006, Mountain Pure MS borrowed the original principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) from Lender ("Loan No. 115082972"), and executed and delivered its Promissory Note dated April 7, 2006, attached and incorporated herein by reference as **Exhibit J**, payable to the order of Lender in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

35. Loan No. 115082972 was further evidenced by a Business Loan Agreement dated April 7, 2006, as subsequently amended, attached and incorporated herein by reference as **Exhibit K**, and was originally secured by real and personal property located in Mississippi.

35. To further secure repayment of Loan No. 115082972, Lender perfected its security interest in the personal property pledged as security for the loan by filing its UCC Financing Statements with the Arkansas Secretary of State as follows:

Date Filed	Filing ID	Reference
04/10/2006	7128292783	
10/14/2010	40000020622723	Continuation of 7128292783
12/07/2007	7130113519	
06/07/2012	40000051690934	Continuation of 7130113519

36. All personal property pledged as security for Loan No. 115082972 is described more fully in the UCC Financing Statements collectively attached hereto as **Exhibit L**.

**Loan No. 115082662**

37. On March 29, 2006, Lender made a loan to Mountain Pure MS in the original principal sum of Two Million Five Hundred Fifty-Eight Thousand Five Hundred Dollars (\$2,558,500.00) (“Loan No. 115082662”), and Mountain Pure MS executed and delivered its Promissory Note dated March 29, 2006 payable to the order of Lender, attached and incorporated herein by reference as **Exhibit M**, to Lender in the amount of Two Million Five Hundred Fifty-Eight Thousand Five Hundred Dollars (\$2,558,500.00) which was amended and restated in an Amended and Restated Promissory Note dated September 10, 2009, attached and incorporated herein by reference as **Exhibit N**.

38. Loan No. 115082662 is further evidenced by a Business Loan Agreement dated March 29, 2006, as subsequently amended, attached and incorporated herein by reference as **Exhibit O**, and was originally secured by real and personal property located in Mississippi.

**Loan No. 115111345**

39. On November 14, 2007, Mountain Pure MS borrowed the original principal amount of One Million One Hundred Sixty-Seven Thousand Dollars (\$1,167,000.00) from Lender and executed and delivered its Promissory Note dated November 14, 2007, attached and incorporated herein by reference as **Exhibit P**, payable to the order of Lender in the amount of One Million One Hundred Sixty-Seven Thousand Dollars (\$1,167,000.00) dated November 14, 2007, which was amended and restated in a Second Amended and Restated Promissory Note dated September 10, 2010, attached and incorporated herein by reference as **Exhibit Q** (“Loan No. 115111345”).

40. Loan No. 115111345 is further evidenced by a Business Loan Agreement dated November 14, 2007, as subsequently amended, and is secured, *inter alia*, by (i) a Security Agreement dated November 14, 2007, collectively attached and incorporated herein by reference as **Exhibit R**, granting a first lien on Mountain Pure MS's machinery and equipment, and (ii) a Deed of Trust dated November 14, 2007, filed of record in the office of the Chancery Clerk of Simpson County, Mississippi at Book 2168, Page 260 on November 26, 2007.

### LOAN MODIFICATIONS

41. On September 10, 2009, Lender, Mountain Pure, Mountain Pure MS and John B. Stacks entered into a Modification Agreement, attached and incorporated herein by reference as **Exhibit S**, which increased the loan amount on Loan No. 115082662, modified the interest rate and the payment terms of all of the Loans, extended the maturity dates of the Loans, cross-collateralized and cross-defaulted the Loans, and modified the terms and conditions of the Loans as provided therein.

42. On September 10, 2010, Mountain Pure MS, MP Holdings, John B. Stacks and Lender entered into a Second Modification and Extension Agreement governing the Mississippi Loans, attached and incorporated herein by reference as **Exhibit T**, which increased the loan amount of Loan No. 115111345, extended the maturity dates of Loan Nos. 115082972 and 115111345, modified the interest rate and the payment terms of these two Loans, cross-collateralized and cross-defaulted these two Loans, and modified the terms and conditions of the Loans further as provided therein ("Mississippi Modification").

43. On September 10, 2010, Mountain Pure, MP Holdings, Stacks and Lender entered into a Second Modification and Extension Agreement governing the Arkansas Loans, attached and incorporated herein by reference as **Exhibit U**, which increased the loan amount of Loan No. 115099433, extended the maturity dates of Loan Nos. 115025421 and 115099433, modified the

interest rate and the payment terms of these two Loans, cross-collateralized and cross-defaulted these two Loans, and modified the terms and conditions of these two Loans further as provided therein (“Arkansas Modification”).

44. On September 10, 2010, Mountain Pure transferred to MPAR the Interstate Property, Jamison Property and Hot Springs Property, and Mountain Pure MS transferred to MPMS the Mississippi Property, In connection therewith MPAR assumed (and Mountain Pure was released from) the payment and performance obligations related to Loan No. 115058249 and MPMS assumed (and Mountain Pure MS was released from) the payment and performance obligations related to Loan No. 115082662, as reflected in the Assumption, Extension and Modification Agreement dated September 10, 2010, attached and incorporated herein by reference as **Exhibit V**.

45. On October 1, 2011, Mountain Pure, Mountain Pure MS, MPAR, MPMS, John B. Stacks, MP Holdings and Lender entered into a Third Modification and Extension Agreement, attached and incorporated herein by reference as **Exhibit W**, which extended the maturity dates of the Loans to June 30, 2012, modified the interest rate and the payment terms of the Loans, and cross-collateralized and cross-defaulted all of the Loans. Mountain Pure, Mountain Pure MS, MPAR, MPMS and MP Holdings also granted Lender a security interest in certain collateral set forth therein

46. Contemporaneously with the Third Modification and Extension Agreement, John B. Stacks and MP Holdings executed and delivered to Lender their Continuing Payment and Performance Guaranty guaranteeing the payment and performance of all of the Loans.

47. To secure repayment of the indebtedness represented in the Modifications, Extensions, and/or Assumptions, Lender perfected a security interest in the personal property

pledged as collateral for the Loans by filing UCC Financing Statements with the Arkansas Secretary of State and Mississippi Secretary of State as follows:

Date Filed	Filing ID
<b>AR</b>	
10/11/2011	40000038876016
10/11/2011	4000003887505
10/11/2011	40000038875621
<b>MS</b>	
10/12/2011	20110520425A
09/29/2011	201100509835A

48. All personal property pledged as collateral to secure repayment of the Loans in 2011 is described more fully in the UCC Financing Statements collectively attached hereto as **Exhibit X**.

#### **Defendants for the Purpose of Notice**

49. International Plastics & Equipment Corp. a/k/a Portola Packaging, Inc. may claim some interest in certain personal property of Mountain Pure, LLC and is made a defendant for the purpose of notice. International Plastics & Equipment Corp. filed a UCC Financing Statement with the Arkansas Secretary of State, Filing ID: 40000011873882, Document ID: 511101001, on April 28, 2010 at 10:00 a.m. Any interest of International Plastics & Equipment Corp. is subordinate to the interests of Simmons First National Bank.

50. Merchants and Planters Bank may claim some interest in certain personal property of Mountain Pure, LLC and is made a defendant for the purpose of notice. Merchants and Planters Bank filed a UCC Financing Statement, Filing ID: 40000075942243, Document ID: 3854068002, on September 16, 2013 at 10:00 a.m. Any interest of Merchants & Planters Bank is subordinate to the interests of Simmons First National Bank.

51. Ozark Heritage Bank, N.A. may claim some interest in certain personal property of Mountain Pure MS, LLC and is made a defendant for the purpose of notice. Ozark Heritage



Bank filed a UCC Financing Statement, Filing ID: 40000057715332, Document ID: 2805460001, on October 2, 2012 at 3:10 p.m. Any interest of Ozark Heritage Bank, N.A. is subordinate to the interests of Simmons First National Bank.

**ACTION FOR FORECLOSURE AND COLLECTION**

52. Simmons adopts and incorporates by reference herein all allegations in preceding paragraphs.

53. Mountain Pure Defendants have acknowledged that the Loans are past due and in default.

54. Mountain Pure Defendants have failed to pay the amounts due under the Loans.

55. Mountain Pure Defendants have waived all defenses to collection and remedies concerning the collateral.

56. Mountain Pure Defendants have acknowledged Lender has performed all obligations required of Lender under the Loans and Loan Agreements, and Mountain Pure Defendants have waived and released all potential defenses, claims, set-offs or other potential legal or equitable remedies or defenses to liability, collection or foreclosure.

57. Simmons is entitled to judgment, jointly and severally, against the Mountain Pure Defendants in the amount of \$16,512,661.01 as of March 10, 2014, with a cumulative daily interest accrual thereafter in the amount of \$1,369.77 through the date of judgment, plus its costs, costs of a receiver and receivership, attorneys' fees and interest on the judgment from the date it is entered until it is paid.

58. Simmons is entitled to a decree of foreclosure from this Court as to the real property located in Garland County and Pulaski County, Arkansas.

59. Simmons is entitled to appointment of a receiver to protect, maintain and operate the collateral pledged as security for the Loans under the supervision of the Court for the benefit

of Simmons through the date of judgment and payment in full of the judgment or disposition of the collateral.

60. Simmons will file a parallel action in Mississippi to foreclose on the real and personal property situated in Mississippi and will seek appointment of the receiver appointed by this Court to protect, maintain and operate the collateral located in Mississippi, under the supervision of the court in Mississippi.

61. This Complaint is supported by the following Exhibits, each of which is incorporated herein by reference:

- A. Forbearance Agreement
- B. August 2005 Amended & Substituted Negotiable Term Revolving Line of Credit Note dated August 25, 2005
- C. Negotiable Term Promissory Note dated August 25, 2005
- D. Mortgages
- E. UCC Financing Statements originally on loans 115025421 & 115058249
- F. Promissory Note dated March 22, 2007
- G. Amended Restated Promissory Note dated September 10, 2009, and Second Amended and Restated Promissory Note dated September 10, 2010
- H. Business Loan Agreement dated March 22, 2007, as subsequently amended, and was originally secured by real and personal property in Mississippi, including, *inter alia*, a Commercial Security Agreement
- I. UCC Financing Statements originally on Loan 115099433
- J. Promissory Note dated April 7, 2006
- K. Business Loan Agreement dated April 7, 2006, as subsequently amended
- L. UCC Financing Statements originally on Loan 115082972
- M. Promissory Note dated March 29, 2006
- N. Amended and Restated Promissory Note dated September 10, 2009

- O. Business Loan Agreement dated March 29, 2006, as subsequently amended, Commercial Security Agreements
- P. Promissory Note dated November 14, 2007
- Q. Second Amended and Restated Promissory Note dated September 10, 2010
- R. Business Loan Agreement dated November 14, 2007, as subsequently amended, Commercial Security Agreements
- S. Modification Agreement dated September 10, 2009
- T. Second Modification and Extension Agreement dated September 10, 2010 (Loan Nos. 115082972 and 115111345)
- U. Second Modification and Extension Agreement dated September 10, 2010 (Loan Nos. 115025421 and 115099433)
- V. Assumption, Extension and Modification Agreement dated September 10, 2010
- W. Third Modification and Extension Agreement dated October 1, 2011
- X. UCC Financing Statements originally on Modifications

**WHEREFORE**, Simmons demands judgment and requests relief as follows:

(a) A judgment *in personam* against all Mountain Pure Defendants, jointly and severally, in the amount calculated as set forth above in paragraph 57, plus all of Lender's attorneys' fees and costs, including costs of the receivership;

(b) A judgment *in rem* against the collateral situated in Arkansas in the amount calculated as set forth above in paragraph 57, plus all of Lender's attorneys' fees and costs, including costs of the receivership;

(c) A declaration that the judgment constitutes a first lien on the collateral situated in Arkansas, superior to the interests of any and all other parties;

(d) A foreclosure decree that if the judgment be not paid within a time specified by the Court, the collateral situated in Arkansas shall be foreclosed and sold by a commissioner or commissioners appointed by this Court in accordance with the laws of the State of Arkansas,

after having been advertised in accordance with the laws of this State and orders of this Court, with the proceeds of the sale or sales applied to the cost of this action and to the satisfaction of the judgment, and the excess, if any, paid to others as their interests may appear under appropriate court order, and with such foreclosure constituting a perpetual bar to any and all right, title, interest, equity and estate and legal or equitable right to redeem of each of the Defendants and their successors and assigns in the collateral;

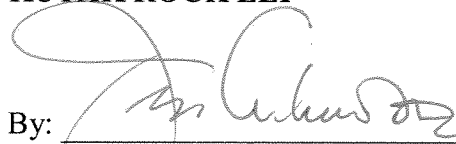
(e) A declaration that the purchaser or purchasers at the sale or sales of the collateral have a right to immediate possession thereof and be given a Writ of Possession or Assistance to be issued by the Clerk of this Court to enforce possession;

(f) All other relief to which Simmons may be entitled; and

(g) Appointment of a Receiver to take possession and control of the collateral, to preserve and protect the collateral, to operate it as a going concern if appropriate, to maximize its value, to collect the income derived therefrom, to report to this Court, to liquidate the collateral after approval of the Court, to seek and accept appointment as Receiver of the collateral situated in Mississippi in a parallel action in that State, and to take all other actions necessary or appropriate in order to preserve, protect, operate and dispose of the collateral in a commercially reasonable manner.

Respectfully submitted,

**KUTAK ROCK LLP**

By: 

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Jess Askew III, Ark. Bar No. 86005  
Andrew King, Ark. Bar No. 2007-176  
124 West Capitol Avenue, Suite 2000  
Little Rock, AR 72201-3706  
(501) 975-3000 Telephone  
(501) 975-3001 Facsimile  
[Jess.Askew@kutakrock.com](mailto:Jess.Askew@kutakrock.com)  
[Andrew.King@kutakrock.com](mailto:Andrew.King@kutakrock.com)

ATTORNEYS FOR  
SIMMONS FIRST NATIONAL BANK

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
17<sup>th</sup> DIVISION**

**SIMMONS FIRST NATIONAL BANK**

**PLAINTIFF**

v.

**Case No. 60CV-2014-1104**

**MOUNTAIN PURE, LLC d/b/a  
MOUNTAIN PURE WATER COMPANY;  
MOUNTAIN PURE MS, LLC;  
MPAR, LLC; MPMS, LLC;  
MOUNTAIN PURE HOLDINGS, LLC;  
JOHN B. STACKS; INTERNATIONAL  
PLASTICS & EQUIPMENT CORP. a/k/a  
PORTOLA PACKAGING, INC.;  
MERCHANTS AND PLANTERS BANK; and  
OZARK HERITAGE BANK, N.A.**

**DEFENDANTS**

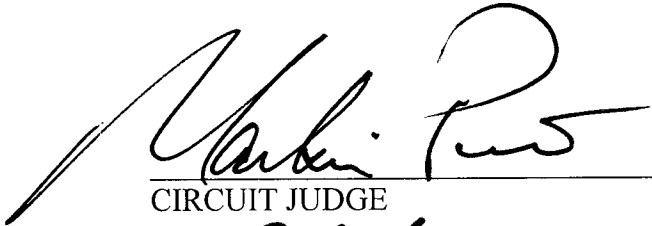
**ORDER CONFIRMING FORECLOSURE SALE**

On this day is presented to the Court the Commissioner's Report of Foreclosure Sale along with the proposed Commissioner's Deed and Bill of Sale to the purchaser at the sale and the Court finds that said sale was duly advertised and conducted in accordance with the applicable law and statutes, and the Court approves and confirms said sale, finds that the sum bid for said property was adequate, that the terms of said sale were proper in all respects, and that said sale was legally proper in all respects.

**IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED and DECREED** that said sale and Report of Foreclosure Sale and Commissioner's Deed and Bill of Sale be, and the same are hereby, in all things approved and the sale confirmed, and that the Commissioner, upon complete payment or credit of the purchase money, is directed to execute, acknowledge and deliver to said purchaser, Clear Water Holdings, LLC, assignee of the Foreclosure Decree and Judgment, a Commissioner's Deed and Bill of Sale conveying the lands, improvements and personal property described in the Foreclosure Decree and Judgment entered in this matter on

September 24, 2014, to the purchaser and that the judgment previously rendered in this cause in favor of the Plaintiff be and the same is hereby credited with the amount of said sale in the sum of \$6,000,000.00, and partially satisfied to such extent, and that after said deed and bill of sale is transferred, all necessary writs may be issued by the Clerk upon application of the purchaser to place the purchaser in possession of said property.

**IT IS SO ORDERED.**

  
CIRCUIT JUDGE

Date: October 21, 2014

**Prepared by:**

Harry A. Light  
Friday, Eldredge & Clark  
400 West Capitol Avenue, Suite 2000  
Little Rock, Arkansas 72201  
(501) 370-3304

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
17<sup>th</sup> DIVISION

**SIMMONS FIRST NATIONAL BANK**

**PLAINTIFF**

v.

**Case No. 60CV-2014-1104**

**MOUNTAIN PURE, LLC d/b/a  
MOUNTAIN PURE WATER COMPANY;  
MOUNTAIN PURE MS, LLC;  
MPAR, LLC; MPMS, LLC;  
MOUNTAIN PURE HOLDINGS, LLC;  
JOHN B. STACKS; INTERNATIONAL  
PLASTICS & EQUIPMENT CORP. a/k/a  
PORTOLA PACKAGING, INC.;  
MERCHANTS AND PLANTERS BANK; and  
OZARK HERITAGE BANK, N.A.**

**DEFENDANTS**

**REPORT OF FORECLOSURE SALE**

Stephen Sipes, the Court-appointed Commissioner to execute the Foreclosure Decree and Judgment (the "Judgment") of the Court herein, reports as follows:

Pursuant to the Judgment dated September 24, 2014, and entered September 24, 2014, he published notice of the time, terms, and place of sale of the lands ordered sold by one notice in the *Arkansas Democrat Gazette*, a newspaper in Pulaski County, Arkansas, having a bona fide circulation therein, the insertion of such notice being on the 2nd day of October, 2014, the date of publication of such notice being more particularly set out in a affidavit of publication filed herein and made a part of this report by reference. In addition, pursuant to the Judgment, he posted printed notice of the Commissioner's Sale at the Pulaski County Courthouse where such notices are customarily posted.

On the 16th day of October, 2014, the date in said notice specified for such sale, at 12:00 NOON, your Commissioner offered for sale at public auction at the front door of the County



Courthouse, Pulaski County, Little Rock, Arkansas, the place specified in said notice, to the highest bidder upon a credit of three (3) months, the following lands and improvements thereon in Pulaski County, Arkansas (the "Property") as well as the personal property described in the Judgment including the following personal property (the "Personalty"):

REAL PROPERTY:

**Tract 1:**

**Part of the SE ¼ SE ¼ of section 29 and part of the North 32 Rods of the NE ¼, NE ¼ Section 32, all in Township 1 North, Range 12 West, now in the city of Little Rock, Pulaski County, Arkansas, more particularly described as follows: Commencing at the Southeast Corner of the North 32 rods of said NE ¼ NE ¼ for the Point of Beginning; Thence South 89 Degrees 28 minutes 16 Seconds West 493.62 Feet; Thence North 42 Degrees 19 Minutes 30 Seconds West 666.88 Feet to a Point on the South Right of Way Line of Interstate 30; Thence along said South Right of way Line North 45 Degrees 35 Minutes 24 Seconds East 467.76 Feet; Thence Leaving Said East Right of Way Line South 46 Degrees 40 Minutes 07 Seconds East 839.71 Feet to a Point on the East Line of Said NE ¼ NE ¼; Thence Along Said East Line South 0 Degrees 33 Minutes 09 Seconds West 239.61 Feet to the Point of Beginning.**

**Tract 2:**

**South Sixteen (16) Rods of the North Forty-Eight (48) Rods of the Northeast Quarter (NE ¼), Section Thirty-Two (32), Township One (1) North, Range Twelve (12) West  
ALSO DESCRIBED AS:**

**Part of the NE ¼ NE ¼, Section 32, T-1-N, R-12-W, City of Little Rock, Pulaski County, Arkansas, More particularly described as follows: Commence at the SW Corner of said NE ¼ NE ¼, Thence N 0° 14' 14" E, along the West line of Said NE ¼ NE ¼ 528.0 feet to the Point of Beginning; thence N 0° 14' 14" E, along said West Line, 234.98 feet; Thence N 89° 16' 50" E, Along the South Line of Tucker's Commercial Acres, 1335.77 Feet to the East Line of said NE ¼ NE ¼ as established by Donald W. Brooks, October 20, 1999; thence S 00° 38' 25" W, 254.34 feet; thence N 89° 53' 23" W, 1333.8 feet to the Point of Beginning, by Donald L. Brooks, Survey Dated July 18, 2007.**

Together with all fixtures, buildings, and improvements; all easements, rights of way, and appurtenances; all leases of the real properties and rents from the properties; all water and water rights; and all other rights, royalties, and profits or proceeds arising from or relating to

the real properties, including without limitation all minerals, oil, gas, geothermal and similar matters issuing from, related to, or located upon, within, or about that real properties.

PERSONALTY:

- A. All chattel paper, accounts, accounts receivable, inventory, furniture, fixtures, equipment, payment intangibles and general intangibles of Mountain Pure, LLC, and all accessions, additions, replacements, substitutions, and proceeds thereof (including insurance, general intangibles, and other account proceeds), and all records of any kind relating to same.
- B. All equipment, machinery, furniture and furnishings, rolling stock, inventory, materials, work-in-process, accounts and accounts receivable of Mountain Pure, LLC, MPAR, LLC, Mountain Pure MS, LLC, MPMS, LLC, and Mountain Pure Holdings, LLC located in the State of Arkansas, and all proceeds thereof.
- C. To the extent located in the State of Arkansas, all inventory and accounts of Mountain Pure MS, LLC, and all accessions, additions, replacements, substitutions, and proceeds thereof (including insurance, general intangibles, and other account proceeds), and all records of any kind relating to same.
- D. To the extent located in the State of Arkansas, equipment of Mountain Pure MS, LLC.
- E. The Personalty includes all property described in A, A-1, and A-2 of the Report of Receiver filed in the above-referenced case as of May 15, 2014 and Supplement to Report of Receiver as of May 15, 2014, except that the Personal Property specifically excludes any items of personal property to which the Plaintiff has withdrawn a claim pursuant to the stipulations and agreed orders entered by the Court dismissing Ozark Heritage Bank, N.A. and Merchants and Planters Bank. The Personalty additionally includes all bank accounts in the name of the Receivership in this matter, Mountain Pure LLC, Mountain Pure MS, LLC, MPAR, LLC or MPMS, LLC, including HomeBank of Arkansas account in the name of Mountain Pure LLC and ending in 0539, Home Bank of Arkansas account in the name of Mountain Pure MS, LLC and ending in 1497, Simmons First National Bank account in the name of Mountain Pure LLC and ending in 9461, Simmons First National Bank account in the name of Mountain Pure LLC In Receivership ending in 8465, Simmons First National account in the name of Mountain Pure LLC in Receivership ending in 3582 and Arvest Bank account in the name of Mountain Pure LLC and ending in 5925.


At said sale, held as stated, Clear Water Holdings, LLC, assignee of the Judgment, bid and offered to pay for the Property and the Personalty the sum of \$6,000,000.00 as a credit against the Judgment, and this being the highest and best bid for said Property and Personalty, the same were

sold to the said Clear Water Holdings, LLC for said sum.

WHEREFORE, Stephen Sipes, Commissioner, prays that the Court approve his actions stated herein, that said sale be confirmed, and that upon full payment or credit of the purchase money against the Judgment, he be directed to execute a deed and bill of sale to the purchaser for said Property and Personalty and that said purchase price, after payment of all costs, be applied to Judgment in partial satisfaction thereof.

  
\_\_\_\_\_  
COMMISSIONER

Date: October 17, 2014

EXAMINED, APPROVED & SALE CONFIRMED  
IN OPEN COURT THIS 21<sup>st</sup> DAY OF  
October, 2014  
  
\_\_\_\_\_  
CIRCUIT JUDGE

# EXHIBIT C

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Application Serial Number: 74407381  
Customer Number: 10590  
Registration Number: 1829543  
Mark: REALPURE BRAND

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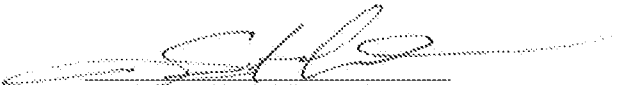
I, J. Scott Dickman, hereby declare:

1. I am over 18 years of age and have personal knowledge of the facts stated herein, and, if called as a witness, would testify competently thereto.
2. I am one of the principals and managers of Clear Water Holdings, L.L.C., an Oklahoma Limited Liability Company ("Clear Water").
3. Clear Water was formed to acquire assets in the beverage industry.
4. Clear Water is the correct current owner of U.S. Trademark Registration No. 1829543 for REALPURE BRAND in international class 032 covering the following goods: fruit flavored drinks containing water and fruit juices; noncarbonated fruit juice drink containing water; syrups for use in the manufacture of soft drinks; concentrates for making fruit flavored drinks with water; whipped fruit drinks containing water for consumption on or off the premises; and carbonated and non-carbonated isotonic electrolyte beverages (the "Mark").
5. Mountain Pure is currently and incorrectly listed on the USPTO's TESS system as the Mark's owner due to the recent change in ownership of the Mark.
6. Clear Water acquired the Mark, along with other assets and facilities, from Mountain Pure via a Sheriff's sale on October 21, 2014 and through a similar process on February 23, 2015 after Mountain Pure, LLC defaulted on obligations to its creditors.

7. To the best of my knowledge, the Mark has been continuously used since after the date of registration of the Mark in connection with the following: fruit flavored drinks containing water and fruit juices; noncarbonated fruit juice drink containing water; syrups for use in the manufacture of soft drinks; concentrates for making fruit flavored drinks with water; whipped fruit drinks containing water for consumption on or off the premises; and carbonated and non-carbonated isotonic electrolyte beverages.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed January 14, 2016 at Tulsa, Oklahoma



J. Scott Dickman