

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM549621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WG AMERICA COMPANY	FORMERLY SHINN SPRING WATER COMPANY d/b/a THE WATER GUY	11/15/2019	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DS SERVICES OF AMERICA, INC.		
<b>Street Address:</b>	2300 Windy Ridge Parkway		
<b>Internal Address:</b>	Suite 500N		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4086885	THE WATER GUY	
<b>Registration Number:</b>	3229272	"THE WATER GUY" SHINN SPRING WATER CO. W	
<b>Serial Number:</b>	76586395	"THE WATER GUY" WATER & COFFEE SERVICE E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6103718506		
<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>	6099877050		
<b>Email:</b>	ejs@stevenslee.com		
<b>Correspondent Name:</b>	Elliott J. Stein		
<b>Address Line 1:</b>	100 Lenox Drive		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>NAME OF SUBMITTER:</b>	Elliott J. Stein		
<b>SIGNATURE:</b>	/varlawyer/		
<b>DATE SIGNED:</b>	11/15/2019		

CH \$90.00 4086885

**Total Attachments: 3**

source=WGAMERICA-DS-Assignment of Registered TMs-11152019#page1.tif

source=WGAMERICA-DS-Assignment of Registered TMs-11152019#page2.tif

source=WGAMERICA-DS-Assignment of Registered TMs-11152019#page3.tif

## **ASSIGNMENT OF REGISTERED TRADEMARKS**

ASSIGNMENT OF REGISTERED TRADEMARKS (“Assignment”) made as of November 15, 2019 by WG AMERICA COMPANY, a Pennsylvania limited liability company (“Assignor”), in favor of DS SERVICES OF AMERICA, INC., a Delaware corporation (“Assignee”).

### **BACKGROUND**

A. Assignor is the sole owner of the registered trademarks identified on **Schedule “A”** attached hereto (collectively, the “Marks”).

B. Assignor, BDS Holding Corp. (“BDS”), Shinn Transport, LLC (“Shinn Transport”), Forest Springs Water Company, a Pennsylvania limited liability company (“Forest Springs” and collectively with Assignor, BDS and Shinn Transport, the “Companies”), Bryan C. Shinn, Douglas R. Shinn and Assignee have entered into an Asset Purchase and Sale Agreement dated as of November 4, 2019 (together with the Exhibits and Schedules thereto, the “Purchase Agreement”), pursuant to which the Companies have agreed to sell to Assignee, and Assignee has agreed to purchase from the Companies, substantially all of the assets of the Companies on the terms and conditions set forth in the Purchase Agreement.

C. In partial consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business associated with the use thereof and symbolized thereby, in accordance with the terms and conditions of this Assignment.

### **AGREEMENT**

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, all of the right, title and interest of Assignor in, to and under the Marks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor’s copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Marks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor’s other rights relating thereto (collectively, the “Rights”). Without limiting the generality of the foregoing, the Rights shall include the right to use and file for registration of the Marks in other countries, including any foreign counterpart trademark registrations or trademark registration

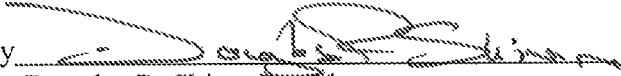
applications, together with the goodwill of the business associated with the use thereof and symbolized thereby.

3. Further Actions. From time to time after the date hereof, and without further consideration (subject to Assignee's reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

4. Binding Effect. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or transfer or delegate its obligations hereunder without the prior written consent of Assignee. Any assignment or delegation which contravenes this Section 4 shall be void.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

WG AMERICA COMPANY

By   
Douglas R. Shinn, President

*[Signature Page to Assignment of Registered Trademarks]*

**Schedule "A"**

**Marks**

1. Registered Trademarks.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
THE WATER GUY	4086885	January 17, 2012

2. Abandoned Trademarks.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"THE WATER GUY" SHINN SPRING WATER CO. WWW.WATERGUYS.COM 1-800-924-6841	3229272	April 17, 2007
"THE WATER GUY" WATER & COFFEE SERVICE EXPERTS!	76586395	April 9, 2004