

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM635919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Société des Produits Nestlé S.A.		03/31/2021	Société Anonyme (Sa): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Triton Water Holdings, Inc.		
Street Address:	900 Long Ridge Road, Building 2		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902-1137		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	75616677	PURE LIFE	
Serial Number:	75983457	PURE LIFE	
Serial Number:	77129488	PURE LIFE	
Serial Number:	78975456		
Serial Number:	86273345	WATER ADVENTURES	
Serial Number:	86363057		
Serial Number:	86433582	12 Q STEPS TO QUALITY	
Serial Number:	86433595		
Serial Number:	86456401		
Serial Number:	86458912	IT'S NOT JUST OUR PROCESS IT'S OUR PROMI	
Serial Number:	87449785	PURE LIFE BEGINS NOW	
Serial Number:	87614331		
Serial Number:	88512312	PURE LIFE	
CORRESPONDENCE DATA			
Fax Number:	4046536444		
<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:	4046536452		
Email:	virginia.carron@finnegan.com		
TRADEMARK			

OP \$340.00 75616677

Correspondent Name: Virginia L. Carron
Address Line 1: 901 New York Avenue NW
Address Line 4: Washington, D.C. 20001-4413

NAME OF SUBMITTER: Virginia L. Carron

SIGNATURE: /Virginia L. Carron/

DATE SIGNED: 03/31/2021

Total Attachments: 32

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of March 31, 2021 (the “Effective Date”), by and between Société des Produits Nestlé S.A., a *société anonyme* organized under the laws of Switzerland (“Assignor”), on the one hand, and Triton Water Holdings, Inc., a Delaware corporation (“Assignee”), on the other. Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement dated as of March 31, 2021 (the “IPPA”), pursuant to which Assignee has agreed to purchase certain Intellectual Property exclusively used in or held for use exclusively in connection with the Business (as defined in the IPPA);

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the IPPA and to effectuate the assignment of certain Trademarks (as defined in the IPPA) pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the IPPA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the IPPA.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks listed in Exhibit A attached hereto, and all other corresponding rights that are or may be secured under the laws of the United States or Canada, or, except for any rights to Trademarks related to and incorporating the Pure Life brand outside the United States and Canada, any foreign country, now or hereafter in effect, together with all goodwill, benefits, privileges and remedies associated therewith, the right to apply for and maintain all registrations, renewals, and/or extensions thereof, the right to grant licenses or other interests therein, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution thereof.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar) in the jurisdictions in which the Trademarks are assigned, to record Assignee as the owner of the Trademarks, and to issue any and all Trademarks to Assignee, as assignee of Assignor’s entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Subject to IPPA. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the IPPA in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the IPPA. In the event of any conflict or other difference between the IPPA and this Assignment, the provisions of the IPPA shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants or indemnifications contained in the IPPA.

6. Governing Law. This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by, and enforced in accordance with, the internal laws of the State of New York, without giving effect to any laws, rules or provisions of the State of New York that would cause the application of the laws rules or provisions of any jurisdiction other than the State of New York.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. Amendment and Modification; Waiver. This Assignment may be amended, modified or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

Société des Produits Nestlé S.A.

By: Sanjay Bahadur

Name: Sanjay Bahadur

Title: Deputy Executive Vice President

ASSIGNEE:

Triton Water Holdings, Inc.

By: 

Name: Tony W. Lee

Title: Secretary and Treasurer


[Signature Page to Trademark Assignment Agreement (IPPA)]


TRADEMARK
REEL: 007239 FRAME: 0906

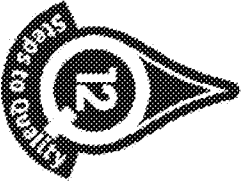
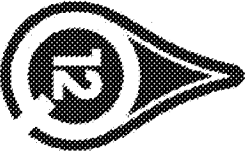
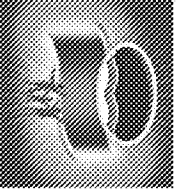
Exhibit A

U.S. Trademarks


Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
PURE LIFE		Registered	32	756166	January 7, 1999	29364	March 29, 2005	32 Processed water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
PURE LIFE		Registered	32	759834	January 7, 1999	28561	June 22, 2004	32 Drinking waters, namely, spring water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
PURE LIFE		Registered	32	771294	March 13, 2007	33512	December 11, 2007	32 Flavored Waters	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
Design only		Registered	32	789754	January 20, 2003	28728	August 10, 2004	32 Drinking waters, namely, processed water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
WATER ADVENTURES		Registered	9	862733	April 23, 2014	47631	June 30, 2015	9 Downloadable electronic games software for use on mobile and cellular phones, and handheld computers in the nature of an action game wherein an animated character catches water drops	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
Design only		Registered	32	863630 57	August 11, 2014	51936 88	May 2, 2017	32 Aerated water; drinking water; still water; table water; spring water; sparkling water; mineral water; flavored waters; fruit beverages; fruit-flavored beverages; fruit drinks; fruit-flavored soft drinks; fruit juices; energy drinks; isotonic drinks; soft drinks; sport drinks; non-alcoholic beverages, namely,	SOCIÉTÉ DES PRODUITS NESTLÉ S.A

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								carbonated beverages	
Design only		Registered	32	86433582	October 24, 2014	4833492	October 13, 2015	32 Spring water; bottled drinking water; drinking water; purified bottled drinking water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
Design only		Registered	32	86433595	October 24, 2014	4902650	February 16, 2016	32 Spring water; bottled drinking water; drinking water; purified bottled drinking water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
Design only		Registered	32	86456401	November 17, 2014	4802673	September 1, 2015	32 Aerated water; drinking water; still water; table water; spring water;	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								sparkling water, mineral water, flavored waters, fruit beverages, fruit-flavored beverages, fruit drinks	
IT'S NOT JUST OUR PROCESS IT'S OUR PROMISE		Registered	32	86458912	November 19, 2014	5055222	October 4, 2016	32 Spring water; bottled drinking water; drinking water; purified bottled drinking water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
PURE LIFE BEGINS NOW		Registered	32	87449785	May 15, 2017	5746196	May 7, 2019	32 Drinking water, still water, table water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
Design only		Registered	32	87614331	September 19, 2017	5598635	November 6, 2018	32 Still water, sparkling or aerated water, processed water, spring water, mineral water, flavored water; functional and/or nutritional water-based beverages, including with vitamins, minerals or herbs; water-based beverages with tea extracts; fruit-flavored beverages and beverages made with fruit; beverages	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								made with lactic ferments, namely, whey beverages; fruit juices and vegetable juices, nectars, lemonades, soft drinks, and nonalcoholic beverages, namely, carbonated beverages; syrups, extracts and essences and other preparations for making non-alcoholic beverages, namely, soft drinks,	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								lemonades, nectars, tea flavored beverages, flavored water, fruit-flavored beverages; isotonic beverages; energy drinks	
PURE LIFE		Pending	7, 11, 43	885123 12	July 12, 2019			7 Machines, namely, automatic vending machines, water making machines; apparatus and machines for the mineralization and customization of drinking water, namely,	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								mineral water making machines, apparatus for aerating water, machines for making water-based beverages and aerated water-based beverages; apparatus for the production of beverages, namely, electromechanical beverage preparation machines, machines for making water-based beverages, flavored water beverages, and	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								aerated beverages; equipment for preparing still and sparkling water, namely, apparatus for aerating water	
								II Apparatus and installations for drinking water supply, namely, water cooling and water heating apparatus, water purifying apparatus, water filters and water dispensers including water	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								dispensers incorporating devices for dispensing water and beverages in the nature of refrigerated and/or heated beverage dispensing units; water taps being water faucets; drinking water fountains; water and beverage distribution installations, namely, refrigerated and/or heated beverage dispensing units; water	

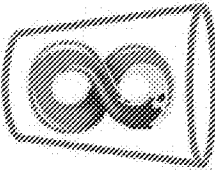

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								coolers; refrigerating apparatus, namely refrigerators; equipment for preparation of non-alcoholic beverages, namely, beverage cooling apparatus, refrigerated and/or heated electric beverage mixing and dispensing apparatus; equipment for preparing still and sparkling water, namely, water filtering equipment,	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								refrigerated and/or heated beverage dispensing units; equipment for preparing still and sparkling water, namely, water	
								dispensing apparatus in the nature of refrigerated beverage dispensing units; replacement parts and fittings for all the aforesaid goods	
								43 rental of drinking water dispensers and	

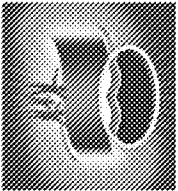
Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								equipment, namely, coolers and hot and cold dispensing consoles; rental of water installations and machines, namely, rental of water dispensers and drinking water equipment in the nature of coolers and hot and cold dispensing consoles	

Canada Trademarks

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
PURE LIFE		Registered	32	895213	November 2, 1998	593644	October 30, 2003	32 Still water, effervescent water or carbonated water, processed water, spring water, mineral water, flavoured water, non-alcoholic fruit-flavoured drinks, fruit juice, nectars, lemonades, sodas, syrups and extracts for making	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								non-alcoholic drinks.	
<i>Design only</i>		Registered	32	1386388	March 6, 2008	818830	March 1, 2012	32 Spring water, flavoured water	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
<i>Design only</i>		Pending	29, 30, 32	1858501	September 20, 2017			32 Mineral enhanced water, fruit and vegetable juices, and vitamin enhanced water, fruit and vegetable juices; herbal flavourings for making beverages;	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.


Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								beverages made of tea and non-alcoholic beverages flavoured with tea; fermented milk and lactic acid bacteria drinks; fruit nectars; malt syrup for beverages, malt for human consumption; syrups for making non-alcoholic beverages; non-alcoholic	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								fruit extracts, tea extracts and malt extracts for making non- alcoholic beverages; essences for making flavored mineral water and soft drinks	
<i>Design only</i>		Registered	29, 30, 32	1725874	April 28, 2015	TMA1091172	January 8, 2021	32 Still water, sparkling water, aerated water, drinking water, spring water,	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								mineral water, flavoured water, functional and nutritional water based beverages, namely, mineral enhanced, vitamin enhanced and herb enhanced water, water enhanced with tea extracts, water flavoured with tea extracts; fruit-	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								flavoured beverages and beverages made with fruit; fruit juices and vegetable juices, nectars, lemonades, soft drinks and other non-alcoholic beverages, namely, carbonated mineral water and effervescent water; syrups for beverages, syrups for making	

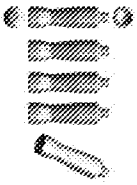
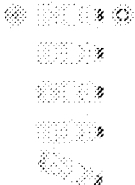
Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								non-alcoholic beverages; non-alcoholic fruit extracts, malt extracts for making non-alcoholic beverages; essences for making flavoured mineral water and soft drinks; isotonic beverages; energy drinks	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
Design only		Registered	32	1689805	August 15, 2014	TMA1015028	February 13, 2019	32 Aerated water, drinking water, still water, table water, spring water, sparkling water, mineral water, flavored waters, fruit beverages, fruit-flavored beverages, fruit drinks, fruit flavored soft drinks, fruit juices, energy drinks, isotonic	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								drinks, soft drinks, sport drinks, non-alcoholic beverages namely carbonated beverages	
DRINK BETTER. LIVE BETTER		Registered	32	1490625	July 29, 2010	TMA896251	February 11, 2015	32 Still water, sparkling and aerated water, processed water, spring water, mineral water, fruit flavoured water, non-alcoholic fruit-flavoured	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								beverages; non-alcoholic soft drinks.	
BUVEZ MIEUX. VIVEZ MIEUX.		Registered	32	1563265	February 8, 2012	TMA929258	February 18, 2016	32 Still water, aerated water, processed water, spring water.	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
AQUAPUNCTURE		Registered	5, 29, 32	1345729	May 1, 2007	TMA760673	March 2, 2010	32 Still water, sparkling and aerated water, drinking water, spring water, mineral water, flavoured water;	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								nutritional y fortified water; vitamin enriched water; non- alcoholic tea-based beverages; non- alcoholic fruit- flavoured beverages; non- alcoholic fruit based drinks; lactic acid bacteria drinks; fruit juices and vegetable juices, nectars, lemonades,	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								soft drinks; syrups, extracts and essences for making non-alcoholic, non-carbonated soft drinks; isotonic drinks; energic drinks	
Trade dress		Registered		181091	April 27, 2018	181091	July 10, 2019		SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
Trade dress		Registered		168502	May 17, 2016	168502	February 16, 2017		SOCIÉTÉ DES PRODUITS

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
									NESTLE S.A.

Trademarks – Outside U.S. and Canada

Trademark	Log	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Jurisdiction	Owner
ABERFOYLE		Pending (Unpublished)	32	103047875	August 19, 2014			32 drinking water, bottled water, spring water	Taiwan	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.
RESOURCE		Registered	32	091030323	July 17, 2002	01038480	March 16, 2003	32 non-alcoholic beverages, fruit drinks and fruit juices, syrups and other preparations for beverages, including powder for beverages.	Taiwan	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.