

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triton Water Holdings, Inc.		03/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nestle Waters North America 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		

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: 04/01/2021

Total Attachments: 29

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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 Triton Water Holdings, Inc., a Delaware corporation (“Assignor”), on the one hand, and Nestlé Waters North America 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 affiliates and are executing and delivering this Assignment to effectuate the assignment of the trademarks, service marks, trade names, service names, trade dress, and similar indicia of source of origin, social media accounts, Internet domain names and other source identifiers, together with the goodwill exclusively associated with any of the foregoing, and all applications, registrations and renewals thereof set forth on Exhibit A (“Trademarks”) in connection with the Intellectual Property Contribution and Assignment and Assumption Agreement, dated as of March 31, 2021, 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, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

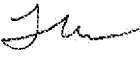
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed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

Triton Water Holdings, Inc.

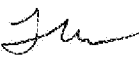
By: 

Name: Tony W. Lee

Title: Secretary and Treasurer

ASSIGNEE:

Nestlé Waters North America Holdings, Inc.


By: 


Name: Tony W. Lee

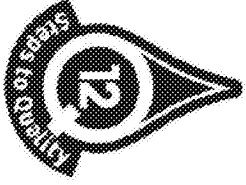
Title: Secretary and Treasurer

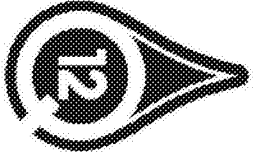
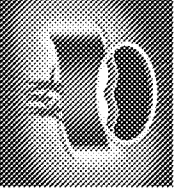
U.S. Trademarks


Exhibit A

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
PURE LIFE		Registered	32	756166 77	January 7, 1999	293648 6	March 29, 2005	32 Processed water	Triton Water Holding s, Inc.
PURE LIFE		Registered	32	759834 57	January 7, 1999	285619 3	June 22, 2004	32 Drinking waters, namely, spring water	Triton Water Holding s, Inc.
PURE LIFE		Registered	32	771294 88	March 13, 2007	335124 2	December 11, 2007	32 Flavored Waters	Triton Water Holding s, Inc.
Design only		Registered	32	789754 56	January 20, 2003	287287 6	August 10, 2004	32 Drinking waters, namely, processed water	Triton Water Holding s, Inc.
WATER ADVENTURES		Registered	9	862733 45	April 23, 2014	476311 1	June 30, 2015	9 Downloadable electronic games	Triton Water Holding s, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								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	
Design only		Registered	32	86363057	August 11, 2014	5193688	May 2, 2017	32 Aerated water; drinking water; still water; table water; spring water; sparkling water; mineral water; flavored waters; fruit beverages; fruit-flavored	Triton Water Holdings, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
Design only		Registered	32	864335	October 24, 2014	483349	October 13, 2015	beverages; fruit drinks; fruit-flavored soft drinks; fruit juices; energy drinks; isotonic drinks; soft drinks; sport drinks; non-alcoholic beverages, namely, carbonated beverages	Triton Water Holding s, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
Design only		Registered	32	86433595	October 24, 2014	4902650	February 16, 2016	32 Spring water; bottled drinking water; drinking water; purified bottled drinking water	Triton Water Holdings, Inc.
Design only		Registered	32	86456401	November 17, 2014	4802673	September 1, 2015	32 Aerated water, drinking water, still water, table water, spring water, sparkling water, mineral water, flavored waters, fruit beverages, fruit-flavored beverages, fruit drinks	Triton Water Holdings, Inc.
IT'S NOT JUST OUR PROCESS		Registered	32	86458912	November 19, 2014	5055222	October 4, 2016	32 Spring water; bottled drinking water; drinking water;	Triton Water Holdings, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
IT'S OUR PROMISE								purified bottled drinking water	
PURE LIFE BEGINS NOW		Registered	32	87449785	May 15, 2017	5746196	May 7, 2019	32 Drinking water, still water, table water	Triton Water Holding s, Inc.
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	Triton Water Holding s, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								tea extracts; fruit-flavored beverages and beverages made with fruit; beverages 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	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
PURE LIFE		Pending	7, 11, 43	885123 12	July 12, 2019			non-alcoholic beverages, namely, soft drinks, lemonades, nectars, tea flavored beverages, flavored water, fruit-flavored beverages; isotonic beverages; energy drinks	Triton Water Holdings, Inc.
								7 Machines, namely, automatic vending machines, water making machines; apparatus and machines for the mineralization	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								and customization of drinking water, namely, 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-	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								based beverages, flavored water beverages, and 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	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								dispensers including water 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	

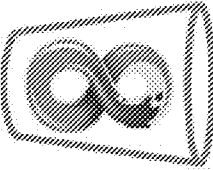

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								beverage dispensing units; water coolers; refrigerating apparatus, namely refrigerators; equipment for preparation of non-alcoholic beverages, namely, beverage cooling apparatus, refrigerated and/or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

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								water, namely, water filtering equipment, 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	

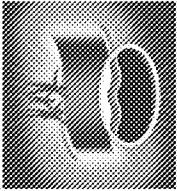
Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								43 rental of drinking water dispensers and equipment, namely, coolers and hot and cold dispensing consoles;	
								rental of water installations and machines, namely, rental of water dispensers and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

Canada Trademarks

Trademark	Logo	Status	Classes	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	Triton Water Holdings, Inc.


Trademark	Logo	Status	Classes	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	Triton Water Holdings, Inc.
<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; beverages	Triton Water Holdings, Inc.

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

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
<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, mineral	Triton Water Holdings, Inc.

Trademark	Logo	Status	Classes	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								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-flavoured beverages	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								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 non-alcoholic	

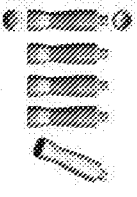
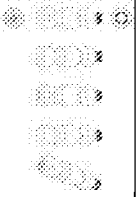
Trademark	Logo	Status	Classes	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
<i>Design only</i>		Registered	32	1689805	August 15, 2014	TMA1015028	February 13, 2019	32 Aerated water, drinking water, still beverages; non-alcoholic fruit extracts, malt extracts for making non-alcoholic beverages; essences for making flavoured mineral water and soft drinks; isotonic beverages; energy drinks	Triton Water Holdings, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								water, table water, spring water, sparkling water, mineral water, Flavored waters, fruit beverages, fruit-flavored beverages, fruit drinks, fruit drinks, fruit Flavored soft drinks, fruit juices, energy drinks, isotonic drinks, soft drinks, sport drinks, non-	

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
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 beverages; non-alcoholic soft drinks.	Triton Water Holdings, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
BUVEZ MIEUX. VIVEZ MIEUX.		Registered	32	156326 5	February 8, 2012	TMAA929258	February 18, 2016	32 Still water, aerated water, processed water, spring water.	Triton Water Holding s, Inc..
AQUAPUNCTU RE		Registered	5, 29, 32	134572 9	May 1, 2007	TMAA760673	March 2, 2010	32 Still water, sparkling and aerated water, drinking water, spring water, mineral water, flavoured water; nutritionally fortified water; vitamin	Triton Water Holding s, Inc.

Trademark	Logo	Status	Class(es)	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
								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, soft drinks; syrups, extracts and essences for	

Trademark	Logo	Status	Classes	App No.	Filing Date	Reg. No.	Reg. Date	Goods / Services	Owner
<i>Trade dress</i>		Registered		181091	April 27, 2018	181091	July 10, 2019	making non-alcoholic, non-carbonated soft drinks; isotonic drinks; energic drinks	Triton Water Holding s, Inc..
<i>Trade dress</i>		Registered		168502	May 17, 2016	168502	February 16, 2017		Triton Water Holding s, Inc.

Trademarks – Outside U.S. and Canada

Trademark	Log	Status	Classes	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	Triton Water Holdings, Inc.
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	Triton Water Holdings, Inc.