

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM662917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sweetwater Company, Inc.		07/27/2021	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	DS Services of America, Inc.		
Street Address:	2300 Windy Ridge Parkway		
Internal Address:	Suite 500N		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5626836	EARTH2O	
Registration Number:	2248664	EARTH2O	
Registration Number:	2150974	EARTH2O	
Registration Number:	4964890	RENÜ 100% RECYCLED PLASTIC	
Registration Number:	4851630	RENÜ	
Registration Number:	3938174	KEEP IT REAL	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5343		
Email:	SLott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	036197-000016		
NAME OF SUBMITTER:	Stephen D. Lott		

CH \$165.00 5626836

SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	07/27/2021
Total Attachments: 4 source=Trademark Assignment Earth2O FINAL#page1.tif source=Trademark Assignment Earth2O FINAL#page2.tif source=Trademark Assignment Earth2O FINAL#page3.tif source=Trademark Assignment Earth2O FINAL#page4.tif	



WATER
NORTH AMERICA



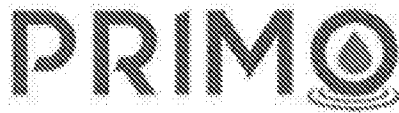
TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**"), dated as of July 27, 2021, is made by The Sweetwater Company, Inc., an Oregon corporation ("**Seller**"), in favor of DS Services of America, Inc., dba Primo Water North America, a Delaware corporation ("**Purchaser**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement, dated June 18, 2021 (the "**Purchase Agreement**"), among Seller, Purchaser, and the other parties thereto.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the entities or agencies in any applicable jurisdictions. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):
 - a. the Trademarks set forth on the attached Schedule 1, including but not limited to all common law rights in the Trademarks and registrations for the Trademarks, together with the goodwill of Seller's business connected with the use of and symbolized by the Trademarks;
 - b. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the officials of the entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request



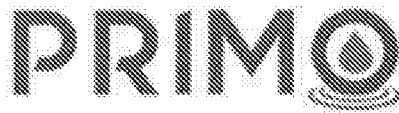
WATER
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and at Purchaser's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Seller or Purchaser contained in the Purchase Agreement.
4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law rules.
6. Counterparts. This Agreement 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 Agreement 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 Agreement.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

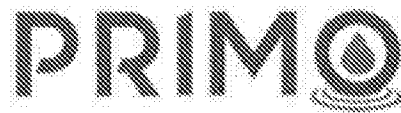
THE SWEETWATER COMPANY, INC.

By:

A handwritten signature in cursive script, appearing to read "Steven R. Emery".

Name: Steven R. Emery

Title: Chief Executive Officer



WATER
NORTH AMERICA



SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Goods/Services	Jurisdiction
	5626836	Dec. 11, 2018	(Cl. 32) Bottled water	USA
	2248664	June 1, 1999	(Cl. 32) Bottled drinking water	USA
	2150974	April 14, 1998	(Cl. 32) Bottled water	USA
	4964890	May 24, 2016	(Cl. 21) plastic water bottles made from 100% recycled plastic, sold empty.	USA
	4851630	Nov. 10, 2015	(Cl. 21) plastic water bottles sold empty	USA
KEEP IT REAL	3938174	Mar. 29, 2011	(Cl. 32) Bottled water	USA
EARTH2O	033229051	Nov. 7, 2003	(Cl. 32) Drinking water bottled, mineral water, spring water	France