

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732288

<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>
SARATOGA SPRING WATER COMPANY		11/23/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLUETRITON BRANDS, INC.		
<b>Street Address:</b>	900 Long Ridge Road		
<b>Internal Address:</b>	Building 2		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3474466	SARATOGA SPLASH	
<b>Registration Number:</b>	0372822	SV	
<b>Registration Number:</b>	1580394	SARATOGA	
<b>Registration Number:</b>	1256330	SARATOGA	
<b>Registration Number:</b>	2785952	SARATOGA	
<b>Registration Number:</b>	1198188	S	
<b>Registration Number:</b>	3474465	EVERYTHING ELSE IS JUST WATER	
<b>Registration Number:</b>	4887588	S S SARATOGA SINCE 1872	
<b>Registration Number:</b>	6125867		
<b>Registration Number:</b>	6076406		
<b>Registration Number:</b>	6149070	SINCE 1872 SARATOGA STILL NATURAL SPRING	
<b>Registration Number:</b>	6148773	SARATOGA STILL	
<b>Registration Number:</b>	6201563	SINCE 1872 SARATOGA SPARKLING CARBONATED	
<b>Registration Number:</b>	6125928	SARATOGA SPARKLING	
<b>Registration Number:</b>	2129959	SARATOGA SPRING WATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$390.00 3474466

**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.**

**Phone:** (303) 441-5913  
**Email:** docket@hollandhart.com  
**Correspondent Name:** Jolly-Johanna L. Northrop  
**Address Line 1:** P.O. Box 8749  
**Address Line 2:** Attention: Trademark Docketing  
**Address Line 4:** Denver, COLORADO 80201

**ATTORNEY DOCKET NUMBER:** 87559

**NAME OF SUBMITTER:** Jolly-Johanna L. Northrop

**SIGNATURE:** /Jolly-Johanna L. Northrop/

**DATE SIGNED:** 06/03/2022

**Total Attachments: 10**

source=Saratoga Assignment#page1.tif  
source=Saratoga Assignment#page2.tif  
source=Saratoga Assignment#page3.tif  
source=Saratoga Assignment#page4.tif  
source=Saratoga Assignment#page5.tif  
source=Saratoga Assignment#page6.tif  
source=Saratoga Assignment#page7.tif  
source=Saratoga Assignment#page8.tif  
source=Saratoga Assignment#page9.tif  
source=Saratoga Assignment#page10.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Agreement**”), effective as of November 23, 2021 (the “**Effective Date**”), is by and between **SARATOGA SPRING WATER COMPANY**, a Delaware corporation (“**Seller**”), and **BLUETRITON BRANDS, INC.**, a Delaware corporation (“**Purchaser**”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

**WHEREAS**, concurrently with the execution of this Agreement, Seller, Purchaser and the Selling Shareholder are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, (a) Seller has adopted, used and is using, and is the sole owner of and agreed to sell, convey, transfer, assign and deliver all of its right, title and interest, including the goodwill associated therewith, in and to the Purchased Assets to Purchaser and (b) Purchaser has agreed to purchase, acquire, and accept all the right, title and interest in, to and under the Purchased Assets and assume all of the Assumed Liabilities, upon the terms and subject to the conditions therein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Assumption. Effective as of the date hereof, Seller does hereby, and does hereby cause its affiliates to, irrevocably sell, assign, transfer, convey and deliver to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in and to the Transferred Intellectual Property, set forth on Schedule 1 hereto, including (i) any and all goodwill associated therewith, (ii) all income, royalties, damages and payments due or payable as of the date hereof or thereafter, and (iii) all benefits, privileges, remedies and rights of action and the right to damages for past infringement, unfair competition or other conflicts relating to the Transferred Intellectual Property, and all other rights including common law rights, relating to the Transferred Intellectual Property under and by virtue thereof throughout the world, including the right to grant licenses or other interests therein or sue and recover for past, present and future infringement, dilution or other violation thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world, free and clear of all Liens (other than Permitted Liens), and Purchaser hereby accepts such assignment of the Transferred Intellectual Property.

2. Cooperation. Seller agrees to execute, verify, acknowledge and deliver, or cause to be executed, verified, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Purchaser to perfect and vest title in the Purchaser in the Transferred Intellectual Property in Purchaser or Purchaser’s assigns, and to carry out the intent of this Agreement and to effectuate more fully the transactions contemplated by this Agreement.

3. Recordation. Seller hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Purchaser

as the owner of the applicable Transferred Intellectual Property and to issue any and all applicable registrations of Transferred Intellectual Property, including renewals thereof, to and in the name of Purchaser, as assignee of Seller's entire right, title and interest in, to, and under the same. Purchaser shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect its ownership of the applicable Transferred Intellectual Property.

4. Subject to the Purchase Agreement; Conflicts. This Agreement is subject, in all respects, to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants and agreements of Seller and Purchaser contained therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Purchase Agreement. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. Nothing contained in this Agreement, express or implied, is intended to or shall be construed to amend, modify, expand or limit the terms or conditions of the Purchase Agreement in any manner whatsoever. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Parties in Interest. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement, the transactions contemplated by this Agreement and all Actions based upon, arising out of, or related to this Agreement shall be exclusively governed and construed in accordance with the Laws of the State of Delaware applicable to Contracts to be wholly performed within the State of Delaware without regard to the conflicts of Law provisions thereof to the extent they would result in the application of the Laws of another jurisdiction. Any Action seeking to enforce any provision of, or based on any right arising out of, this Agreement or the transactions contemplated hereby may be brought against any of the parties only in the courts of the State of Delaware or of the United States of America for the District of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such Action and waives any objection to venue laid therein.

7. Amendment; Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any agreement on the part of a party hereto to any waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy of this Agreement received or executed by a party hereto via e-mail or


other means of electronic transmission (including in PDF format) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**SELLER:**

**SARATOGA SPRING WATER  
COMPANY**

By:   
Name: Adam E. Madkour  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment and Assumption Agreement]*

**TRADEMARK  
REEL: 007742 FRAME: 0148**

**PURCHASER:**

**BLUETRITON BRANDS, INC.**

By: Hih Song Kim  
Name: Hih Song Kim  
Title: General Counsel

*[Signature Page to Intellectual Property Assignment and Assumption Agreement]*

**TRADEMARK**  
**REEL: 007742 FRAME: 0149**

## Schedule 1

Transferred Intellectual Property

<b>Intellectual Property</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Saratoga Spring Water SV (& Design)	Canada	0353272	5/12/1972	TMA193343	8/17/1973	Saratoga Spring Water Company
SV (& Design)	Canada	0353271	5/12/1972	TMA189923	4/6/1973	Saratoga Spring Water Company
Saratoga Sparkling	Canada	2012919	12/27/2019	N/A	N/A	Saratoga Spring Water Company
Gold RainDrop Logo	Canada	2008997	12/17/2019	N/A	N/A	Saratoga Spring Water Company
Saratoga Still	Canada	2012921	12/27/2019	N/A	N/A	Saratoga Spring Water Company
Silver Tear Drop	Canada	2010229/1513123	12/17/2019	N/A	N/A	Saratoga Spring Water Company
Saratoga Sparkling & Design	Canada	2061847	1/31/2020	N/A	N/A	Saratoga Spring Water Company
Saratoga Still & Design	Canada	1538550	7/2/2020	N/A	N/A	Saratoga Spring Water Company
Saratoga Stylized	China (People's Republic)	7715371	9/22/2009	7,715,371	2/14/2012	Saratoga Spring Water Company
Saratoga Sparkling	China (People's Republic)	1515235	12/27/2019	1515235	12/27/2020	Saratoga Spring Water Company
Saratoga Still	China (People's Republic)	1515112	12/27/2019	1515112	12/27/2020	Saratoga Spring Water Company
Saratoga Still & Design	China (People's Republic)	1538550	1/31/2020	1538550	1/31/2020	Saratoga Spring Water Company

TRADEMARK

REEL: 007742 FRAME: 0150



Intellectual Property	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
Saratoga Sparkling & Design	China (People's Republic)	1558704	1/31/2020	1558704	1/31/2020	Saratoga Spring Water Company
Saratoga Sparkling	European Union (Community)	1515235	12/27/2019	N/A	N/A	Saratoga Spring Water Company
Silver Tear Drop	European Union (Community)	1513123	12/17/2019	1513123	12/17/2019	Saratoga Spring Water Company
Saratoga Still	European Union (Community)	1515112	12/27/2019	1515112	12/27/2019	Saratoga Spring Water Company
Gold Rain Drop Logo	European Union (Community)	1511081	N/A	N/A	12/17/2019	Saratoga Spring Water Company
Saratoga Sparkling & Design	European Union (Community)	1558704	1/31/2020	1558704	1/31/2020	Saratoga Spring Water Company
Saratoga Still & Design	European Union (Community)	1538550	1/31/2020	1538550	1/31/2020	Saratoga Spring Water Company
Saratoga Sparkling	International Registration-Madrid	1515235	12/27/2019	1515235	12/27/2019	Saratoga Spring Water Company
Silver Tear Drop	International Registration-Madrid	1513123	12/17/2019	1513123	12/17/2019	Saratoga Spring Water Company
Gold RainDrop Logo	International Registration-Madrid	1511081	12/17/2019	1511081	12/17/2019	Saratoga Spring Water Company

Intellectual Property	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
Saratoga Still	International Registration- Madrid	1515112	12/27/2019	1515112	12/27/2019	Saratoga Spring Water Company
Saratoga Still & Design	International Registration- Madrid	1538550	1/31/2020	1538550	1/31/2020	Saratoga Spring Water Company
Saratoga Sparkling & Design	International Registration- Madrid	1558704	1/31/2020	1558704	1/31/2020	Saratoga Spring Water Company
Saratoga Splash	United States	76/684,942	12/14/2007	3,474,466	7/29/2008	Saratoga Spring Water Company
SV Design Logo	United States	71/421,101	6/29/1939	372,822	11/14/1939	Saratoga Spring Water Company
Saratoga in Circle Logo	United States	73/762,803	11/9/1988	1,580,394	1/30/1990	Saratoga Spring Water Company
Saratoga Spring Water	United States	75/139,784	7/25/1998	2,129,959	1/20/1998	Saratoga Spring Water Company
Saratoga	United States	73/200,471	1/18/1979	1,256,330	11/1/1983	Saratoga Spring Water Company
Saratoga Stylized	United States	76/466,358	11/4/2002	2,785,952	11/25/2003	Saratoga Spring Water Company
S Design Logo	United States	73/246,469	1/16/1980	1,198,188	6/15/1982	Saratoga Spring Water Company
Everything Else is Just Water	United States	76/684,941	12/14/2007	3,474,465	7/29/2008	Saratoga Spring Water Company
Trade Dress TM: Blue Saratoga Bottle	United States	86/272,659	5/6/2014	4,887,588	1/19/2016	Saratoga Spring Water Company
Saratoga Seltzer	United States	N/A - Unfiled	N/A - Unfiled	N/A - Unfiled	N/A - Unfiled	Saratoga Spring Water Company
Silver Tea Drop	United States	88/475,828	6/17/2019	6,125,867	8/11/2020	Saratoga Spring Water Company

Intellectual Property	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
Gold RainDrop Logo	United States	88/475,833	6/17/2019	6,076,406	6/9/2020	Saratoga Spring Water Company
Saratoga Still & Design	United States	88/563,156	8/2/2019	6,149,070	9/8/2020	Saratoga Spring Water Company
Saratoga Still	United States	88/493,095	6/28/2019	6,148,773	9/8/2020	Saratoga Spring Water Company
Saratoga Sparkling & Design	United States	88/563,233	8/2/2019	6,201,563	11/17/2020	Saratoga Spring Water Company
Saratoga Sparkling	United States	88/493,117	6/28/2019	6,125,928	8/11/2020	Saratoga Spring Water Company
Total America's favorite pastime : 22 fl. oz. (650 ml) : Label no. 3	United States	N/A	7/28/1994	VA0000651936	7/28/1994	Saratoga Spring Water Company
Total at the party : 22 fl. oz. (650 ml) : label no. 1.	United States	N/A	7/28/1994	VA0000651934	7/28/1994	Saratoga Spring Water Company
Total body language : 22 fl. oz. (650 ml) : label no. 2	United States	N/A	7/28/1994	VA0000651937	7/28/1994	Saratoga Spring Water Company
Total Raz : label no. 1.	United States	N/A	7/28/1994	TX0003851904	7/28/1994	Saratoga Spring Water Company
Total virtual reality : 22 fl. oz. (650 ml) : label no. 5.	United States	N/A	7/28/1994	VA0000651938	7/28/1994	Saratoga Spring Water Company
Total splash : 22 fl. oz. (650 ml) : label no. 4.	United States	N/A	7/28/1994	VA0000651935	7/28/1994	Saratoga Spring Water Company
SARATOGAHYDRATION.COM	United States	N/A	N/A	N/A	11/6/2015	Saratoga Spring Water Company
SARATOGASPRINGWATER.COM	United States	N/A	N/A	N/A	8/23/2001	Saratoga Spring Water Company
SARATOGAWATER.COM	United States	N/A	N/A	N/A	6/11/2002	Saratoga Spring Water Company
SARATOGAWATER.NET	United States	N/A	N/A	N/A	8/23/2001	Saratoga Spring Water Company
SARATOGAWATER.ORG	United States	N/A	N/A	N/A	8/23/2001	Saratoga Spring Water Company

Intellectual Property	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
SSWBLUE.COM	United States	N/A	N/A	N/A	6/29/2009	Saratoga Spring Water Company
SSWBRANDS.COM	United States	N/A	N/A	N/A	6/29/2009	Saratoga Spring Water Company
SSWC.COM	United States	N/A	N/A	N/A	5/6/2003	Saratoga Spring Water Company
SSWCORP.COM	United States	N/A	N/A	N/A	6/29/2009	Saratoga Spring Water Company
THINKGREENBUYBLUE.COM	United States	N/A	N/A	N/A	9/14/2007	Saratoga Spring Water Company

TRADEMARK

REEL: 007742 FRAME: 0154

RECORDED: 06/03/2022