

07-28-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



J.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

7.26.04  
REC: 102801396  
TRADEMARK ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):  
Trinity Springs, Ltd.

- Individual(s)
- General Partnership
- Corporation-State Idaho
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) May 17, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: TSL Acquisition Corp.

Internal Address: c/o AMCON Distributing Company

Street Address: P.O. Box 1010

City: Del Mar

State: California

Country: \_\_\_\_\_ Zip: 92014

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/278728  
76/450404

B. Trademark Registration No.(s)

2,386,414

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas C. Morris

Internal Address: \_\_\_\_\_

Street Address: 251 E. Front St., Ste. 400

City: Boise

State: Idaho Zip: 83702

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

OPR/FINANCE  
JUL 26 AM 8:13

9. Signature: Thomas C. Morris

Signature

7/23/04

Date

Thomas C. Morris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/27/2004 ECOOPER 00000016 76278728

01 FC:8521

40.00 DP

02 FC:8522

175.00 DP

TRADEMARK  
REEL: 003014 FRAME: 0424

Exhibit A

Additional Trademark Registration No.(s)

2,388,352

2,258,066

1,839,569

2,822,367

2,804,515

## Assignment of Marks, Patents and Copyrights

THIS ASSIGNMENT OF MARKS, PATENTS AND COPYRIGHTS (the "Assignment") made as of this 17<sup>th</sup> day of May, 2004, by Trinity Springs, Ltd., an Idaho corporation with its principal place of business at 160 7<sup>th</sup> Street W. #2C, P.O. Box 8810, Ketchum, Idaho 83340 ("Assignor"), to TSL Acquisition Corp., a Delaware corporation with its principal place of business at 7405 Irvington Road, Omaha, Nebraska 68122 ("Assignee").

### RECITALS

1. Assignee, Assignor and AMCON Distributing Company, a Delaware corporation, are parties to an Asset Purchase Agreement, dated as of April 24, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets (as defined in the Agreement), including without limitation the copyrights, patents, servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets.

2. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest:

(a) in and to all of Assignor's registered and unregistered domestic and foreign copyrights and copyright applications, including without limitation the copyright registrations and/or copyright applications and/or copyright rights listed in Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Copyrights");

(b) in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule B annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents"); and

(c) in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trade dress, trademark and servicemark applications and trade names, including without limitation the servicemarks, trademarks, trade dress, servicemark and trademark applications and trade names listed on Schedule C annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

## ASSIGNMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under:

1. the Copyrights, and all rights to sue for infringement of any Copyright, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made;

2. the Patents all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals, extensions, continuations, continuations-in-part, divisionals, reissues, reexaminations, and any foreign counterparts thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made; and

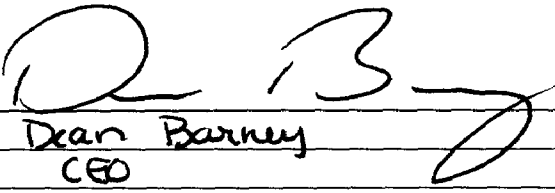
3. the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Idaho without regard to the principles of conflicts of laws thereunder.

[signature page to follow]

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of the date first written above.

TRINITY SPRINGS, LTD.

By:   
Name: Dean Barney  
Title: CEO

## Schedule A

### Registered Copyrights

There are no registered copyrights.

### Unregistered Copyrights

All materials entitled to copyright protection will not be specifically listed.