

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEAD IP TRUSTEE LIMITED		08/28/2008	TRUSTEE: NEW ZEALAND

RECEIVING PARTY DATA

Name:	ETERNAL NZ HOLDINGS LIMITED
Street Address:	65 Paul Matthews Rd, Albany,
City:	Auckland
State/Country:	NEW ZEALAND
Entity Type:	COMPANY: NEW ZEALAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2761734	BRIGHTWATER RIDGE
Registration Number:	3228457	NEW ZEALAND ETERNAL ARTESIAN WATER

CORRESPONDENCE DATA

Fax Number: (310)478-6363
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-478-4100
 Email: dhochman@wrslawyers.com
 Correspondent Name: David Hochman
 Address Line 1: 11400 Olympic Blvd.
 Address Line 2: 9th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:	17043-002
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DOMESTIC REPRESENTATIVE

Name: David Hochman
 Address Line 1: 11400 W. Olympic Blvd.
 Address Line 2: 9th Floor

OP \$65.00 2761734

Address Line 4: Los Angeles, CALIFORNIA 90064

NAME OF SUBMITTER:

David Hochman

Signature:

/David Hochman/

Date:

03/09/2009

Total Attachments: 6

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Deed of Assignment

relating to
trade marks

Mead IP Trustee Limited
Assignor

and

Eternal NZ Holdings Limited
Assignee

Date 28 August 2008

BELL GULLY

WELLINGTON HP TOWER, 171 FEATHERSTON STREET
P O BOX 1291, WELLINGTON 6140, DX SX11164, NEW ZEALAND
TEL 64 4 915 6800 FAX 64 4 915 6810

TRADEMARK

REEL: 003948 FRAME: 0943

This Deed of Assignment is made on 28 August 2008

between (1) Mead IP Trustee Limited (Assignor)
and (2) Eternal NZ Holdings Limited (Assignee)

Introduction

- A. The Assignor is the owner of the Trade Marks.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept an assignment of, the Trade Marks on the terms and conditions of this deed.

It is agreed

1. Definitions

Asset Sale Agreement means the agreement relating to the sale and purchase of the Assignor's bottled artesian water business and assets between the Assignor and the Assignee dated on or about the date of this Deed; and

Trade Marks means all of the registered and unregistered trade marks used in connection with the business, as set out in Appendix 1 to this Deed.

2. Assignment

2.1 The Assignor hereby assigns, transfers and conveys to the Assignee any and all of the Assignor's rights, title and interest in and to the Trade Marks.

2.2 The assignment at clause 2.1 includes the right to:

- (a) take action and obtain relief against third parties (including to be paid all amounts recovered in any action whether as damages or following an account of profits or on any other basis) in relation to infringements occurring before, on or after the date of this deed; and
- (b) register any of the Trade Marks with the relevant official body in the Assignee's name.

3. Further Actions

3.1 If requested by the Assignee, the Assignor will at the Assignee's expense:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection or registration of the Trade Marks with the understanding and the intention that all rights, title and interest in, and to, such applications and any granted protection is to vest in the Assignee; and
- (b) execute all documents and do all other acts and things that may be necessary or desirable to apply for and obtain protection of the Trade Marks, vest any such

TRADEMARK

protection in the Assignee, enable enforcement of any such protection and otherwise to implement and carry out its obligations under this deed.

- 3.2 The Assignor irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf in fulfilling any of the matters set out in clause 3.1. Wherever possible and practicable the Assignor will be promptly informed of actions taken in accordance with this assignment of power.

4. **Miscellaneous**

4.1 **Severability**

If any of the provisions of this Deed are invalid or unenforceable, the invalidity or unenforceability is not to affect the operation, construction or interpretation of any other provision of this Deed, with the intent that the invalid or unenforceable provision is, to the extent required, to be treated for all purposes as severed from this Deed.

4.2 **Successors**

The parties acknowledge that this Deed will bind all successors of each party.

4.3 **Governing Law**

This Deed is governed by, and is to be construed in accordance with, New Zealand law.

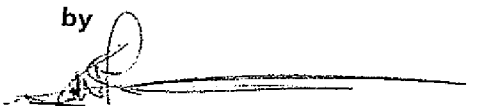
4.4 **Counterparts**

- 4.5 This Deed may be executed in two or more counterparts (including facsimile copies) each of which will be deemed an original, but which together will constitute one and the same instrument. A party may enter into this Deed by signing any counterpart.


Execution

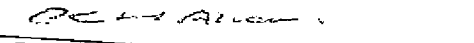
Executed as a deed of assignment.

by



Director

Warwick Mortimer


Witness


Print Name
Annel - A

Eternal NZ Holdings Limited by


Authorised Signatory

Karim Mashouf
Print Name


Witness

Julie Hoffmeister
Print Name

Appendix – Trade Marks

Trademark	Number	Class	Status
Bridgewater Ridge Label	635199	32	Expired but restorable
Brightwater Ridge	656088	32	Registered
Brightwater	656089	32	Registered
Jumbo Device	661095	32	Registered
Jumbo Device	661096	35	Registered
Jumbo Device	661099	32	Registered
Jumbo Device	661100	35	Registered
New Zealand Eternal Artesian Water	705403	32	Registered
New Zealand Eternal Artesian Water Logo	711644	32	Registered
Koru Device	753570	32	Registered
New Zealand Wai Device	765145	32	Registered
New Zealand Eternal Device	789365	32	Examination

Australian Trademarks	Number	Class	Status
New Zealand Eternal Artesian Water	989875	32	Registered
New Zealand Eternal Artesian Water Label	999688	32	Registered
Jumbo Device	923868	32, 35	Registered
New Zealand Eternal Logo	1242261	32	Accepted – awaiting advertisement

Eternal	1242631	32	Indexing approved
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US Trademarks	Number	Class	Status
Brightwater Ridge	2,761,734	32	Registered
New Zealand Eternal Artesian Water Logo	3,228,457	32	Registered