

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trinity Springs, Inc.		04/03/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Trinity Springs, Ltd.
Also Known As:	AKA Crystal Paradise Holdings, Inc.
Street Address:	877 West Main Street
Internal Address:	Suite 1000
City:	Boise
State/Country:	IDAHO
Postal Code:	83702
Entity Type:	CORPORATION: IDAHO

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1839569	TRINITY SPRINGS
Registration Number:	2258066	TRINITY
Registration Number:	2822367	DRINK DEEP
Registration Number:	2804515	DEPTH MATTERS
Registration Number:	3095696	PUT THE BEST WATER IN YOUR BODY
Registration Number:	3093310	TRINITY ENHANCED
Serial Number:	78646068	TRINITY ESSENCE
Serial Number:	78662589	TRINITY ORGANIC
Serial Number:	78653048	TRINITY ORGANIC ESSENCE

**CORRESPONDENCE DATA**

Fax Number: (208)342-3829  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$240.00 1839569

Phone: (208) 344-6000  
Email: bfrazier@hawleytroxell.com  
Correspondent Name: Brad R. Frazer  
Address Line 1: 877 West Main Street  
Address Line 2: Suite 1000  
Address Line 4: Boise, IDAHO 83702

ATTORNEY DOCKET NUMBER:

43674-0002

NAME OF SUBMITTER:

Brad R. Frazer, Attorney of Record

Signature:

/brad r frazer/

Date:

05/05/2009

Total Attachments: 7

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## ASSIGNMENT OF COPYRIGHTS, PATENTS, AND MARKS

This Assignment of Copyrights, Patents, and Marks (the "Assignment") is made and entered into effective as of the 30th day of April, 2009 (the "Effective Date"), by and between Trinity Springs, Inc., a Delaware corporation ("Assignor"), and Trinity Springs Ltd., an Idaho corporation a/k/a Crystal Paradise Holdings, Inc. ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Mutual Release and Settlement Agreement dated as of September 30, 2007 (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, service marks, trademarks and trade names of Assignor.

B. In accordance with the Agreement, 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:

i. in and to all of Assignor's registered and unregistered domestic and foreign copyrights and copyright applications, including without limitation the copyrights and copyright applications listed on Annex A attached hereto (collectively, the "Copyrights");

ii. in, to, and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patent application listed on Annex B attached hereto (collectively, the "Patents");

iii. 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 Annex C attached hereto (collectively, the "Marks").

### ASSIGNMENT

In consideration of the premises and the mutual covenants contained herein and in the Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. **Assignment and Assumption** As of the Effective Date, 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:

(a) the Copyrights, and all rights to sue for infringement of any Copyright;

(b) the Patents, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the Effective Date, and any and all renewals, extensions, continuations, continuations-in-part, divisions, 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; and

(c) the Marks, together with the goodwill of the business associated therewith symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the Effective 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.

2. **Terms of the Agreement.** The terms of the Agreement, including, but not limited to, Assignor's representations, warranties, covenants, and agreements, and any limitations with regard to any of the foregoing, are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern. Any claim or dispute arising out of the terms of this Assignment shall be governed by and pursuant to the terms of the Agreement.

3. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. **Governing Law.** 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 other than such laws that would direct the application of the laws of another jurisdiction.


5. **Counterparts/Method of Delivery.** This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed and delivered via facsimile, by PDF through electronic mail, or other electronic means.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Assignment of Copyrights, Patents, and Marks as of the date first above written.

ASSIGNOR:

TRINITY SPRINGS, INC.  
a Delaware corporation

By:  \_\_\_\_\_

Name: Andy Plummer  
Title: President

ASSIGNEE:

TRINITY SPRINGS LTD.  
an Idaho corporation

By: \_\_\_\_\_

Name: Joseph Roxstrom  
Title: President

ASSIGNMENT OF COPYRIGHTS, PATENTS, AND MARKS  
BETWEEN TRINITY SPRINGS, INC. AND TRINITY SPRINGS LTD. - 3

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**TRADEMARK**  
**REEL: 003982 FRAME: 0091**

IN WITNESS WHEREOF, the parties have executed this Assignment of Copyrights, Patents, and Marks as of the date first above written.

ASSIGNOR:

ASSIGNEE:

TRINITY SPRINGS, INC.  
a Delaware corporation

TRINITY SPRINGS LTD.  
an Idaho corporation

By: \_\_\_\_\_  
Name: Andy Plummer  
Title: President

By:   
Name: Joseph Roxstrom  
Title: President

4/30/09

ASSIGNMENT OF COPYRIGHTS, PATENTS, AND MARKS  
BETWEEN TRINITY SPRINGS, INC. AND TRINITY SPRINGS LTD. - 3

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TRADEMARK  
REEL: 003982 FRAME: 0092

## ANNEX A

### **Registered Copyrights**

There are no registered copyrights.

### **Unregistered Copyrights**

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

**ANNEX B**

**Registered Patents**

There are no registered patents.

**Pending Patent Applications**

There are no pending patent applications.



**ANNEX C**

<b>Registered Servicemarks and Trademarks</b>			
Servicemark or Trademark	Country	Registration No.	Registration Date
TRINITY SPRINGS	USA	1,839,569	6/14/1994
TRINITY	USA	2,258,066	6/29/1999
DRINK DEEP	USA	2,822,367	3/16/2004
DEPTH MATTERS	USA	2,804,515	1/13/2004
PUT THE BEST WATER IN YOUR BODY	USA	3,095,696	5/23/2006
TRINITY ENHANCED	USA	3,093,310	5/16/2006
<b>Unregistered Servicemarks and Trademarks</b>			
Servicemark or Trademark	Country	Registration No.	Registration Date
NONE			
<b>Pending Servicemark or Trademark Applications</b>			
Servicemark or Trademark	Country	Application No.	Filing Date / Status
TRINITY ESSENCE	USA	78/646,068	6/8/2005 / Allowed
TRINITY ORGANIC	USA	78/662,589	7/1/2005 / Allowed
TRINITY ORGANIC ESSENCE	USA	78/653,048	6/17/2005 / Allowed
<b>Trade Names</b>			
NONE			

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ASSIGNMENT OF COPYRIGHTS, PATENTS, AND MARKS  
 BETWEEN TRINITY SPRINGS, INC. AND TRINITY SPRINGS LTD. - 6

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**TRADEMARK**

**RECORDED: 05/05/2009**

**REEL: 003982 FRAME: 0095**