

MRD 9-28-98

09-30-1998



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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Tab settings → → → ▼ To the Honorable Commissioner of Pa

100843194

attached original documents or copy thereof.

1. Name of conveying party(ies):
Artesia Water Company, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Texas**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies): **778 09 28 (6) 12: 54**

Name: **Barney Randol and Margaret Shodrock**
 Internal Address: **c/o Artesia Water Company**
 Street Address: **4671 Walzem**
 City: **San Antonio** State: **Tx** ZIP: **78218**

Individual(s) citizenship **United States Citizens**
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 20, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

1,233,841
1,233,842

Yes No

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

Name: **Kirt S. O'Neill, Esq.**
 Internal Address: _____
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
1500 NationsBank Plaza
 Street Address: **300 Convent Street**
 City: **San Antonio** State: **TX** ZIP: **78205**

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

Enclosed
 Authorized to be charged to deposit account

The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 01-0477. A Duplicate copy of this sheet is enclosed.

09/30/1998 SSMITH 00000019 1233841
01 FC:481 40.00 OP
02 FC:482 25.00 OP

DO NOT

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kirt S. O'Neill, Esq. *Kirt S. O'Neill* **September 25, 1998**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

4

Schedule 1
to Trademark
Security Agreement

| <u>TRADEMARK</u> | <u>INT. CLASS</u> | <u>REG. NO.</u> | <u>DATE ISSUED</u> | <u>SERIAL NO.</u> |
|---|-------------------|-----------------|--------------------|-------------------|
| ARTESIA | 32 | 1,233,841 | April 5, 1983 | 73/250,845 |
| ARTESIA 100% PURE SPARKLING TEXAS MINERAL WATER (AND DESIGN) | 32 | 1,233,842 | April 5, 1983 | 73/251,370 |

TRADEMARK SECURITY AGREEMENT

WHEREAS, ARTESIA WATER COMPANY, INC., a Texas corporation ("Grantor"), owns the Trademarks, Trademark Registrations and Trademark Applications listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and Barney Randol (the "Secured Party") are parties to that certain Security Agreement dated as of July 20, 1998, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Randol Agreement");

WHEREAS, Grantor and Margaret Shodrock ("Shodrock", and together with Randol are the "Secured Parties") are parties to that certain Security Agreement dated as of July 20, 1998, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Shodrock Agreement", and together with the Randol Agreement, the "Security Agreements"); all terms defined in the Security Agreements, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreements);

WHEREAS, pursuant to the terms of the Security Agreements between Grantor and the Secured Parties, Grantor has granted to the Secured Parties a security interest in all General Intangibles (as set forth in the Security Agreements) of Grantor, including all of Grantor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks, (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Indebtedness (as defined in the Security Agreements);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, as security for the payment and performance of all Indebtedness:

(1) each and every trademark (including service marks), trade name, trade dress and trade style and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, all licenses of the foregoing, whether as licensee or licensor, all renewals of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, all rights to sue for past, present and future infringements of the foregoing, including, the right to settle suits involving claims and demands for royalties owing, and all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"), including, without limitation, each Trademark referred to in Schedule 1 annexed hereto,

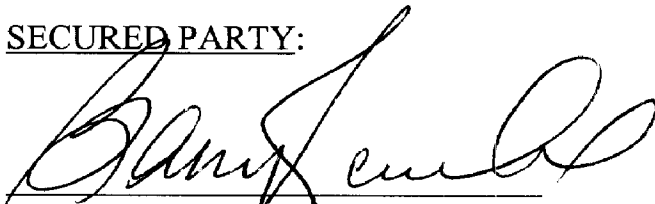
(2) each and every trademark registrations (“Trademark Registration”) and trademark applications (“Trademark Application”), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the 20th day of July, 1998.

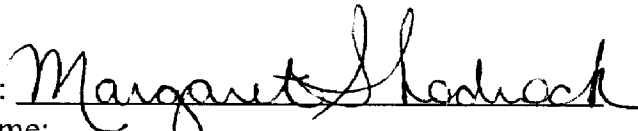
SECURED PARTY:


BARNEY RANDOL


MARGARET SHODROCK

GRANTOR:

ARTESIA WATER COMPANY, INC.

By: 
Name: _____
Title: CEO / Treasurer