

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Water Group of North America LP		11/07/2003	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	NEW YORK
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 101

Property Type	Number	Word Mark
Registration Number:	1658455	10-K
Registration Number:	1422211	10-K
Registration Number:	1424190	10-K
Serial Number:	76513700	A NATURAL PART OF YOUR LIFE
Registration Number:	1999405	ADMIRAL DEWEY
Registration Number:	2259995	ARE YOU GETTING ENOUGH... ..WATER?
Registration Number:	1828483	BELMONT SPRINGS
Registration Number:	2680005	BELMONT SPRINGS
Serial Number:	75786879	BELMONT SPRINGS
Registration Number:	1473752	BELMONT SPRINGS
Registration Number:	1474411	BELMONT SPRINGS
Serial Number:	76513791	BELMONT SPRINGS A NATURAL PART OF YOUR LIFE.
Registration Number:	1458620	BLUE MOUNTAIN SPRING WATER
Registration Number:	2617608	CAFE FRITZ

OP \$2540.00 1658455

Registration Number:	1358693	CLOISTER
Registration Number:	1464793	COLORADO CRYSTAL
Registration Number:	2301317	CRYSTAL KIDZ WATER
Serial Number:	75613765	CRYSTAL PURE
Registration Number:	1750905	CRYSTAL SPRINGS
Registration Number:	2550604	CRYSTAL SPRINGS
Registration Number:	2662265	CRYSTAL SPRINGS GENUINE
Serial Number:	76513793	CRYSTAL SPRINGS A NATURAL PART OF YOUR LIFE.
Serial Number:	76513705	CRYSTAL SPRINGS PURIFIED WATER
Serial Number:	76272784	DELIVERING GOOD HEALTH DIRECT TO YOUR DOOR
Registration Number:	2445531	
Registration Number:	1063470	
Registration Number:	2649793	DRINK TO YOUR GOOD HEALTH
Registration Number:	1447154	EBB-FLO
Registration Number:	1806322	GEORGIA MOUNTAIN
Registration Number:	2609541	GOURMET CAFE FRITZ
Registration Number:	0890568	H & S
Registration Number:	0868229	HINCKLEY & SCHMITT
Serial Number:	76309978	HINCKLEY SPRINGS SPRING WATER
Registration Number:	2668365	HINCKLEY SPRINGS SPRING WATER
Serial Number:	75786875	HINCKLEY SPRINGS
Registration Number:	2635764	HINCKLEY SPRINGS
Serial Number:	76513788	HINCKLEY SPRINGS A NATURAL PART OF YOUR LIFE.
Serial Number:	76513794	HINCKLEY SPRINGS PURIFIED WATER
Registration Number:	1386244	HI-PURE
Registration Number:	1908697	HOOSIER
Serial Number:	75613753	HYDRATORS
Registration Number:	2284490	HYDRO KIDZ WATER
Registration Number:	2291970	ICE KIDZ WATER
Registration Number:	2244818	IMPASS
Registration Number:	1227734	KENTWOOD
Registration Number:	1376422	KENTWOOD
Registration Number:	1409858	KENTWOOD
Registration Number:	1376169	KENTWOOD
Registration Number:	1858306	KENTWOOD

Registration Number:	1862686	KENTWOOD
Registration Number:	1934066	KENTWOOD COFFEE
Registration Number:	1379432	KENTWOOD KAMEL
Registration Number:	2727478	KENTWOOD SPRINGS
Registration Number:	2712767	KENTWOOD SPRINGS
Registration Number:	2169782	KENTWOOD SPRINGS
Serial Number:	76513786	KENTWOOD SPRINGS A NATURAL PART OF LIFE.
Serial Number:	76513703	KENTWOOD SPRINGS PURIFIED WATER
Registration Number:	2344147	KIDZ
Registration Number:	2258207	KIDZ WATER
Registration Number:	2277102	KIDZ WATER HYDRATORS
Registration Number:	1283772	
Registration Number:	1844013	
Registration Number:	1861947	
Registration Number:	1382904	
Registration Number:	1368009	
Registration Number:	1365021	
Registration Number:	1374120	
Registration Number:	1424189	
Registration Number:	2282588	MISTY KIDZ WATER
Registration Number:	1527257	NURSERY
Registration Number:	2648996	NURSERY
Registration Number:	0995696	OZONE
Registration Number:	2464830	PACIFIC PURE
Registration Number:	2187375	PLAY HARDER LAST LONGER DRINK WATER
Registration Number:	1177537	POLAR
Registration Number:	1220478	POLAR
Registration Number:	1644872	POLAR
Registration Number:	0084705	POLAR
Registration Number:	1220479	POLAR CRYSTAL
Registration Number:	2743648	POLAR PURE
Registration Number:	2147700	QUALITY...MORE THAN JUST TALK. IT'S OUR WAY OF LIFE!
Registration Number:	1428913	SIERRA
Registration Number:	1967731	SIERRA
Registration Number:	2260893	SIERRA

Serial Number:	75613761	SIERRA PURE
Registration Number:	2719606	SIERRA SPRINGS
Registration Number:	2680006	SIERRA SPRINGS
Registration Number:	2769409	SIERRA SPRINGS
Serial Number:	76513787	SIERRA SPRINGS A NATURAL PART OF LIFE.
Registration Number:	1464791	SPRINGLITE
Registration Number:	2083253	TALAWANDA
Registration Number:	1525495	THE PURE WATER PEOPLE
Registration Number:	2016926	THE PURE WATER PEOPLE SINCE 1888
Registration Number:	2173994	TRANSPORT
Registration Number:	2282543	VAPOR KIDZ WATER
Serial Number:	76513704	WATER FILTRATION COFFEE
Serial Number:	76329125	WATER.COM
Registration Number:	1313750	WHITE SPRINGS WATER COMPANY
Registration Number:	1554965	WILLOW SPRINGS
Registration Number:	2282564	X-STREAM KIDZ WATER
Registration Number:	2181490	YOUR FRIENDS, YOUR NEIGHBORS, YOUR WATER!

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: LBLevy@stblaw.com
Correspondent Name: Alison Winick, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0970
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 16
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 7, 2003 is made by WATER GROUP OF NORTH AMERICA LP, a Delaware limited partnership (the "Obligor"), in favor of JPMORGAN CHASE BANK, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), that are parties to the Credit Agreement, dated as of November 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DS WATERS ENTERPRISES, LP, a Delaware limited partnership (the "Borrower"), DS WATERS, LP, a Delaware limited partnership and limited partner of Borrower ("Holdings"), the Lenders, the Agent, and CITIGROUP GLOBAL MARKETS INC., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 7, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in the Trademarks (owned by the Obligor, including, without limitation, those items listed on Schedule A hereto, but

excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), together with all rights to seek damages and injunctive relief for any infringement or impairment thereof, including the right to receive proceeds and damages therefrom, as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Obligor's Obligations

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WATER GROUP OF NORTH AMERICA LP

By: Water Group of North America General Partner, LLC, as its general partner

By: DS Waters Enterprises, LP, as its sole member

By: William A. Holl
Name: William Holl
Title: Chief Executive Officer

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: 
Name: _____
Title: Robert Anastasio
Vice President

STATE OF Georgia)
COUNTY OF Fulton)^{SS}

On the 10th day of November, 2003, before me personally came William A. Hall, who is personally known to me to be the Chief Executive Officer of WATER GROUP OF NORTH AMERICA, LP, a Delaware limited partnership; who, being duly sworn, did depose and say that she/he is the Chief Executive Officer in such limited partnership, the limited partnership described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the general partner of such limited partnership; and that she/he acknowledged said instrument to be the free act and deed of said limited partnership.


Notary Public

Notary Public, Carroll County, Georgia
My Commission Expires June 2, 2007

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
<i>Next Action Date</i>					
10-K & DESIGN					
UNITED STATES	11/21/1990	74/118,911	9/24/1991	1,658,455	REGISTERED
	<i>9/24/2011 RENEWAL</i>				
10-K					
UNITED STATES	9/30/1985	73/560,776	12/23/1986	1,422,211	REGISTERED
	<i>12/23/2006 RENEWAL</i>				
UNITED STATES	9/30/1985	73/560,777	1/6/1987	1,424,190	REGISTERED
	<i>1/6/2007 RENEWAL</i>				
A NATURAL PART OF YOUR LIFE					
UNITED STATES	5/13/03	76/513,700			PENDING
ADMIRAL DEWEY & DESIGN					
OHIO			5/16/1995	TM 14487	REGISTERED
	<i>5/16/2005 RENEWAL</i>				
OHIO			5/16/1995	T 14484	REGISTERED
	<i>5/16/2005 RENEWAL</i>				
UNITED STATES	5/22/1995	74/678,492	9/10/1996	1,999,405	REGISTERED
	<i>9/10/2006 RENEWAL</i>				
ARE YOU GETTING ENOUGH... WATER					
UNITED STATES	12/4/1997	75/400,118	7/6/1999	2,259,995	REGISTERED
	<i>7/6/2005 AFFIDAVIT OF USE</i>				
BELMONT SPRINGS & DESIGN					
UNITED STATES	3/24/1992	74/258,565	3/29/1994	1,828,483	REGISTERED
	<i>3/29/2004 RENEWAL</i>				
UNITED STATES	6/26/2001	76/276,675	1/28/2003	2,680,005	REGISTERED
	<i>1/28/2009 AFFIDAVIT OF USE</i>				
UNITED STATES	8/27/1999	75/786,879			ALLOWED
	<i>12/6/03 APPEAL BRIEF DUE</i>				

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
BELMONT SPRINGS					
UNITED STATES	6/5/1987	73/665,036	1/26/1988	1,473,752	REGISTERED
	<i>1/26/2008 RENEWAL</i>				
UNITED STATES	6/5/1987	73/665,035	1/26/1988	1,474,411	REGISTERED
	<i>1/26/2008 RENEWAL</i>				
BELMONT SPRINGS A NATURAL PART OF YOUR LIFE & DESIGN					
UNITED STATES	5/13/2003	76/513,791			PENDING
BLUE MOUNTAIN SPRING WATER					
UNITED STATES	2/10/1987	73/643,989	9/22/1987	1,458,620	REGISTERED
	<i>9/22/2007 RENEWAL</i>				
CAFÉ FRITZ					
UNITED STATES	5/31/2001	76/264,658	9/2/2002	2,617,608	REGISTERED
	<i>9/2/2008 AFFIDAVIT OF USE</i>				
CLOISTER					
UNITED STATES	11/15/1984	73/508,966	9/10/1985	1,358,693	REGISTERED
	<i>9/10/2005 RENEWAL</i>				
COLORADO CRYSTAL					
UNITED STATES	4/6/1987	73/655,194	11/10/1987	1,464,793	REGISTERED
	<i>11/10/2007 RENEWAL</i>				
CRYSTAL KIDZ WATER & DESIGN					
UNITED STATES	9/10/1997	75/354,667	12/21/1999	2,301,317	REGISTERED
	<i>12/21/2005 AFFIDAVIT OF USE</i>				
CRYSTAL PURE					
UNITED STATES	12/30/1998	75/613,765			ALLOWED
	<i>8/19/2002 STATEMENT OF USE</i>				
CRYSTAL SPRINGS & DESIGN					
MEXICO	7/6/1994	204485	1/24/1996	514644	REGISTERED
	<i>7/6/2004 RENEWAL</i>				
UNITED STATES	3/19/1990	74/040,068	2/9/1993	1,750,905	REGISTERED
	<i>2/9/2013 RENEWAL</i>				
UNITED STATES	8/30/1999	75/787,872	3/19/2002	2,550,604	REGISTERED
	<i>3/19/2008 AFFIDAVIT OF USE</i>				

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	8/1/2001	76/293,430	12/17/2002	2,662,265	REGISTERED
<i>12/17/2008 AFFIDAVIT OF USE</i>					
CRYSTAL SPRINGS & DESIGN (QUALITY SINCE 1921)					
FEDERATION OF RUSSIA	7/1/1994	94022854	12/29/1995	135826	REGISTERED
<i>7/1/2004 RENEWAL</i>					
MEXICO	7/7/1994	204535	1/24/1996	514645	REGISTERED
<i>7/7/2004 RENEWAL</i>					
CRYSTAL SPRINGS					
MARYLAND					MAILED (sent to State registration authorities)
NEW JERSEY			10/4/1999	15935	REGISTERED
<i>10/4/2004 RENEWAL</i>					
VIRGINIA					MAILED (sent to state registration authorities)
WEST VIRGINIA			7/30/2001	1006690	REGISTERED
<i>7/30/2011 RENEWAL</i>					
CRYSTAL SPRINGS A NATURAL PART OF YOUR LIFE & DESIGN					
UNITED STATES	5/13/2003	76/513,793			PENDING
CRYSTAL SPRINGS PURIFIED WATER & DESIGN					
UNITED STATES	5/13/2003	76/513,705			PENDING
DELIVERING GOOD HEALTH DIRECT TO YOUR DOOR					
UNITED STATES	6/18/2001	76/272,784			ALLOWED
<i>10/23/2002 STATEMENT OF USE</i>					
DESIGN (DROPLET WITH WAVE)					
UNITED STATES	11/18/1998	75/590,506	4/24/2001	2,445,531	REGISTERED
<i>4/24/2007 AFFIDAVIT OF USE</i>					

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
DESIGN (WAVE & DOT)					
UNITED STATES	7/30/1976	73/095,085	4/12/1977	1,063,470	REGISTERED
	<i>4/12/2007 RENEWAL</i>				
DRINK TO YOUR GOOD HEALTH					
UNITED STATES	4/5/1999	75/674,137	11/12/2002	2,649,793	REGISTERED
	<i>11/12/2008 AFFIDAVIT OF USE</i>				
EBB-FLO & DESIGN					
UNITED STATES	12/22/1986	73/636,896	7/14/1987	1,447,154	REGISTERED
	<i>7/14/2007 RENEWAL</i>				
GEORGIA MOUNTAIN					
UNITED STATES	9/8/1992	74/311,809	11/23/1993	1,806,322	REGISTERED
GOURMET CAFÉ FRITZ & DESIGN					
UNITED STATES	7/26/2001	76/291,324	8/20/2002	2,609,541	REGISTERED
	<i>8/20/2008 AFFIDAIT OF USE</i>				
H & S					
UNITED STATES	6/6/1969	72/329,335	5/5/1970	890,568	REGISTERED
	<i>5/5/2010 RENEWAL</i>				
HINCKLEY & SCHMITT					
JAPAN	1/17/1992	3450/92	4/28/1994	2646536	REGISTERED
	<i>4/28/2004 RENEWAL</i>				
UNITED STATES	3/18/1968	72/293,516	4/15/1969	868,229	REGISTERED
	<i>4/15/2009 RENEWAL</i>				
HINCKLEY & SCHMITT FRIDGE PAK					
ILLINOIS			11/20/1986	59348	REGISTERED
	<i>11/20/2006 RENEWAL</i>				
HINCKLEY SPRINGS & DESIGN					
UNITED STATES	12/10/2003	76/309,978			ALLOWED
	<i>12/10/2003 FILE ITU EXTENSION</i>				
HINCKLEY SPRINGS & DESIGN					
UNITED STATES	8/1/2001	76/293,585	12/31/2002	2,668,365	REGISTERED
	<i>12/31/2008 AFFIDAVIT OF USE</i>				
UNITED STATES	8/27/1999	75/786,875			ALLOWED

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
HINCKLEY SPRINGS					
UNITED STATES	12/30/1998	75/613,763	10/15/2002	2,635,764	REGISTERED
	<i>10/15/2008 AFFIDAVIT OF USE</i>				
HINCKLEY SPRINGS A NATURAL PART OF YOUR LIFE & DESIGN					
UNITED STATES	5/13/2003	76/513,788			PENDING
HINCKLEY SPRINGS PURIFIED WATER & DESIGN					
UNITED STATES	5/13/2003	76/513,794			PENDING
HI-PURE					
UNITED STATES	8/7/1985	552,231	3/11/1986	1,386,244	REGISTERED
	<i>3/11/2006 RENEWAL</i>				
HOOSIER					
UNITED STATES	6/2/1993	74/398,220	8/1/1995	1,908,697	REGISTERED
	<i>8/1/2005 RENEWAL</i>				
HYDRATORS & DESIGN					
UNITED STATES	12/30/1998	75/613,753			PENDING
HYDRO KIDZ WATER & DESIGN					
UNITED STATES	9/10/1997	75/354,664	10/12/1999	2,284,490	REGISTERED
	<i>10/12/2005 AFFIDAVIT OF USE</i>				
ICE KIDZ WATER & DESIGN					
UNITED STATES	9/10/1997	75/354,665	11/16/1999	2,291,970	REGISTERED
	<i>11/16/2005 AFFIDAVIT OF USE</i>				
IMPASS & DESIGN					
UNITED STATES	8/28/1995	74/721,254	5/11/1999	2,244,818	REGISTERED
	<i>5/11/2005 AFFIDAVIT OF USE</i>				
KENTWOOD & DESIGN					
UNITED STATES	5/19/1981	73/311,159	2/15/1983	1,227,734	REGISTERED
	<i>2/15/2003 RENEWAL</i>				
UNITED STATES	4/12/1985	72/531,844	12/17/1985	1,376,422	REGISTERED
	<i>12/17/2005 RENEWAL</i>				
UNITED STATES	4/22/1985	73/533,375	9/16/1986	1,409,858	REGISTERED
	<i>9/16/2006 RENEWAL</i>				

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	4/12/1985	73/531,845	12/17/1985	1,376,169	REGISTERED
	<i>12/17/2005 RENEWAL</i>				
KENTWOOD					
UNITED STATES	10/18/1993	74/447,794	10/18/1994	1,858,306	REGISTERED
	<i>10/18/2004 RENEWAL</i>				
UNITED STATES	10/18/1993	74/447,779	11/15/1994	1,862,686	REGISTERED
	<i>11/15/2004 RENEWAL</i>				
KENTWOOD COFFEE					
UNITED STATES	2/7/1994	74/487,585	11/7/1995	1,934,066	REGISTERED
	<i>11/7/2005 RENEWAL</i>				
KENTWOOD KAMEL & DESIGN					
UNITED STATES	4/15/1985	73/532,219	1/21/1986	1,379,432	REGISTERED
	<i>1/21/2006 RENEWAL</i>				
KENTWOOD SPRINGS & DESIGN					
UNITED STATES	8/27/1999	75/786,944	6/17/2003	2,727,478	REGISTERED
	<i>6/17/2009 AFFIDAVIT OF USE</i>				
UNITED STATES	6/26/2001	76/278,425	5/6/2003	2,712,767	REGISTERED
	<i>5/6/2009 AFFIDAVIT OF USE</i>				
KENTWOOD SPRINGS					
MEXICO	7/6/1994	204483	9/12/1994	473226	REGISTERED
	<i>7/6/2004 RENEWAL</i>				
MEXICO	7/6/1994	204484	9/12/1994	0473227	REGISTERED
	<i>7/6/2004 RENEWAL</i>				
UNITED STATES	12/6/1993	74/465,507	6/30/1998	2,169,782	REGISTERED
	<i>6/30/2004 AFFIDAVIT OF USE</i>				
KENTWOOD SPRINGS A NATURAL PART OF YOUR LIFE & DESIGN					
UNITED STATES	5/13/2003	76/513,786			PENDING
KENTWOOD SPRINGS PURIFIED WATER & DESIGN					
UNITED STATES	5/13/2003	76/513,703			PENDING
KIDZ					
UNITED STATES	8/30/1997	75/158,574	4/18/2000	2,344,147	REGISTERED
	<i>4/18/2006 AFFIDAVIT OF USE</i>				

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
KIDZ WATER (STYLIZED)					
UNITED STATES	9/10/1997	75/354,668	6/29/1999	2,258,207	REGISTERED
	<i>6/29/2005 AFFIDAVIT OF USE</i>				
KIDZ WATER HYDRATORS					
UNITED STATES	8/6/1997	75/336,953	9/14/1999	2,277,102	REGISTERED
	<i>9/14/2005 AFFIDAVIT OF USE</i>				
MISCELLANEOUS DESIGN					
UNITED STATES	4/19/1983	73/422,331	6/26/1984	1,283,772	REGISTERED
	<i>6/26/2004 RENEWAL</i>				
UNITED STATES	10/18/1993	74/447,793	7/12/1994	1,844,013	REGISTERED
	<i>7/12/2004 RENEWAL</i>				
UNITED STATES	10/18/1993	74/447,788	11/8/1994	1,861,947	REGISTERED
	<i>11/8/2004 RENEWAL</i>				
UNITED STATES	4/22/1985	73/533,498	2/18/1986	1,382,904	REGISTERED
	<i>2/18/2006 RENEWAL</i>				
MISCELLANEOUS DESIGN (CAMEL)					
UNITED STATES	4/15/1985	73/532,339	10/29/1985	1,368,009	REGISTERED
	<i>10/29/2005 RENEWAL</i>				
MISCELLANEOUS DESIGN (KENTWOOD)					
UNITED STATES	4/15/1985	73/532,177	10/8/1985	1,365,021	REGISTERED
	<i>10/8/2005 RENEWAL</i>				
UNITED STATES	4/12/1985	73/531,846	12/3/1985	1,374,120	REGISTERED
	<i>12/3/2005 RENEWAL</i>				
MISCELLANEOUS DESIGN (SPORTS SCENE)					
UNITED STATES	9/27/1985	73/560,406	1/6/1987	1,424,189	REGISTERED
	<i>1/6/2007 RENEWAL</i>				
MISTY KIDZ WATER & DESIGN					
UNITED STATES	10/20/1997	75/375,911	10/5/1999	2,282,588	REGISTERED
	<i>10/5/2005 AFFIDAVIT OF USE</i>				
NURSERY					
UNITED STATES	5/20/1988	729,676	2/28/1989	1,527,257	REGISTERED
	<i>2/28/2009 RENEWAL</i>				

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
NURSERY (STYLIZED)					
AUSTRALIA <i>3/18/2012 RENEWAL</i>	3/18/2002	906734	11/14/2002	906734	REGISTERED
BRAZIL	10/25/2002	824981863			PENDING
CANADA	11/28/2002	1,160,632			PENDING
CHINA	10/21/2002	3341669			PENDING
EUROPEAN UNION (CT) <i>3/22/2012 RENEWAL</i>	3/22/2002	2628451			PENDING
JAPAN <i>4/4/2013 RENEWAL</i>	7/4/2002	2002-56011	4/4/2003	4658251	REGISTERED
MEXICO <i>3/18/2012 RENEWAL</i>	3/18/2002	539761	1/30/2003	776090	REGISTERED
UNITED STATES <i>11/12/2008 AFFIDAVIT OF USE</i>	9/10/2001	76/310,959	11/12/2002	2,648,996	REGISTERED
OZONE					
UNITED STATES <i>10/15/2004 RENEWAL</i>	9/18/1973	73/001,306	10/15/1974	995,696	REGISTERED
PACIFIC PURE AND DESIGN					
UNITED STATES <i>7/3/2007 AFFIDAVIT OF USE</i>	5/12/1998	75/483,940	7/3/2001	2,464,830	REGISTERED
PLAY HARDER LAST LONGER DRINK WATER					
UNITED STATES <i>9/8/2004 AFFIDAVIT OF USE</i>	4/9/1997	75/271,998	9/8/1998	2,187,375	REGISTERED
POLAR & DESIGN					
UNITED STATES <i>11/10/2011 RENEWAL</i>	2/1/1980	73/248,484	11/10/1981	1,177,537	REGISTERED
UNITED STATES <i>12/21/2012 RENEWAL</i>	5/22/1981	73/311,707	12/21/1982	1,220,478	REGISTERED
UNITED STATES <i>5/21/2011 RENEWAL</i>	6/4/1990	74/065,179	5/21/1991	1,644,872	REGISTERED
POLAR					
UNITED STATES	7/26/1910	71/051,084	12/26/1911	84,705	REGISTERED

509265-0970-08842-NY02.2315831.3

TRADEMARK
REEL: 002748 FRAME: 0761

COUNTRY		FILED	APPL#	REGDT	REG#	STATUS
	<i>12/26/2011 RENEWAL</i>					
POLAR CRYSTAL & DESIGN						
UNITED STATES		5/26/1981	73/312,051	12/21/1982	1,220,479	REGISTERED
	<i>12/21/2012 RENEWAL</i>					
POLAR PURE						
UNITED STATES		5/31/2001	76/264,698	7/29/2003	2,743,648	REGISTERED
	<i>7/29/2009 AFFIDAVIT OF USE</i>					
QUALITY ... MORE THAN JUST TALK, IT'S OUR WAY OF LIFE!						
UNITED STATES		4/4/1997	75/269,470	3/31/1998	2,147,700	REGISTERED
	<i>3/31/2004 AFFIDAVIT OF USE</i>					
SIERRA						
CANADA		7/16/1993	733,184	12/1/1995	451,050	REGISTERED
	<i>12/1/2010 RENEWAL</i>					
UNITED STATES		2/27/1986	73/584,973	2/17/1987	1,428,913	REGISTERED
	<i>2/17/2007 RENEWAL</i>					
UNITED STATES		6/15/1994	74/538,280	4/16/1996	1,967,731	REGISTERED
	<i>4/16/2006 RENEWAL</i>					
SIERRA AND DESIGN						
UNITED STATES		5/1/1998	75/477,563	7/13/1999	2,260,893	REGISTERED
	<i>7/13/2005 AFFIDAVIT OF USE</i>					
SIERRA PURE						
UNITED STATES		12/30/1998	75/613,761			ALLOWED
	<i>6/4/2002 STATEMENT OF USE</i>					
SIERRA SPRINGS & DESIGN						
UNITED STATES		8/27/1999	75/786,688	5/27/2003	2,719,606	REGISTERED
	<i>5/27/2009 AFFIDAVIT OF USE</i>					
UNITED STATES		6/26/2001	76/276,676	1/28/2003	2,680,006	REGISTERED
	<i>1/28/2009 AFFIDAVIT OF USE</i>					
SIERRA SPRINGS						
UNITED STATES		10/22/1998	75/575,190	9/30/2003	2,769,409	REGISTERED
	<i>9/30/2009 AFFIDAVIT OF USE</i>					
SIERRA SPRINGS A NATURAL PART OF YOUR LIFE						
UNITED STATES		5/13/2003	76,513,787			PENDING
SPRINGLITE						
UNITED STATES		3/18/1987	73/651,019	11/10/1987	1,464,791	REGISTERED
	<i>11/10/2007 RENEWAL</i>					
TALAWANDA & DESIGN						
OHIO				5/16/1995	TM14485	REGISTERED
	<i>5/16/2005 RENEWAL</i>					
OHIO				5/16/1995	TM14486	REGISTERED
	<i>5/16/2005 RENEWAL</i>					

509265-0970-08842-NY02.2315831.3

TRADEMARK
REEL: 002748 FRAME: 0762

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
UNITED STATES	2/9/1996	75/055,571	7/29/1997	2,083,253	REGISTERED
THE PURE WATER PEOPLE					
UNITED STATES <i>2/21/2009 RENEWAL</i>	2/8/1988	73/709,883	2/21/1989	1,525,495	REGISTERED
THE PURE WATER PEOPLE SINCE 1888					
UNITED STATES <i>11/19/2006 RENEWAL</i>	3/7/1995	74/643,379	11/19/1996	2,016,926	REGISTERED
TRANSPORT (SYTLIZED)					
UNITED STATES <i>7/14/2004 AFFIDAVIT OF USE</i>	3/25/1997	75/263,172	7/14/1998	2,173,994	REGISTERED
VAPOR KIDZ WATER & DESIGN					
UNITED STATES <i>10/5/2005 AFFIDAVIT OF USE</i>	9/10/1997	75/354,666	10/5/1999	2,282,543	REGISTERED
WATER FILTRATION COFFEE & DESIGN					
UNITED STATES	5/13/2003	76/513,704			PENDING
WATER.COM & DESIGN					
JAPAN <i>9/27/2012 RENEWAL</i>	8/24/2001	2001-76896	9/27/2002	4607060	REGISTERED
UNITED STATES <i>11/15/2003 NOTICE OF APPEAL</i>	10/24/2001	76/329,125			PENDING
WATER.COM & DESIGN					
CANADA	2/13/2002	1,131,007			PENDING
MEXICO <i>10/31/2010 RENEWAL</i>	10/31/2000	455693	2/27/2001	687862	REGISTERED
WATER.COM					
EUROPEAN UNION (CT) <i>8/17/2010 RENEWAL</i>	8/17/2000	1814110	12/19/2001	1814110	REGISTERED
FEDERATION OF RUSSIA <i>8/13/2009 RENEWAL</i>	8/13/1999	99712867	12/18/2000	197736	REGISTERED
FEDERATION OF RUSSIA <i>1/13/2010 RENEWAL</i>	1/13/2000	2000700619	12/10/2001	207116	REGISTERED
JAPAN	9/30/1999	11-87869			PENDING
WHITE SPRINGS WATER COMPANY & DESIGN					
UNITED STATES <i>1/8/2005 RENEWAL</i>	9/29/1982	73/394,168	1/8/1985	1,313,750	REGISTERED

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	
WILLOW SPRINGS						
UNITED STATES	6/6/1988	73/732,854	9/5/1989	1,554,965	REGISTERED	32
	<i>9/5/2009 RENEWAL</i>					
X-STREAM KIDZ WATER & DESIGN						
UNITED STATES	9/30/1997	75/365,476	10/5/1999	2,282,564	REGISTERED	
	<i>10/5/2005 AFFIDAVIT OF USE</i>					
YOUR FRIENDS, YOUR NEIGHBORS, YOUR WATER!						
UNITED STATES	2/27/1997	75/248,954	8/11/1998	2,181,490	REGISTERED	
	<i>8/11/2004 AFFIDAVIT OF USE</i>					