

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Effective August 24, 2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CamelBak Products, LLC		08/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Compass Group Diversified Holdings LLC
Street Address:	61 Wilton Road
Internal Address:	Second Floor
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1576430	CAMELBAK
Registration Number:	2098505	CAMELBAK
Registration Number:	1770112	HYDRATE OR DIE
Registration Number:	1975076	THERMOBAK
Registration Number:	2147571	MAXIMUM
Registration Number:	2119077	HYDROBAK
Registration Number:	2305501	M.U.L.E.
Registration Number:	2280986	H.A.W.G.
Registration Number:	3184821	CAMELBAK
Serial Number:	77067406	CAMELBAK
Registration Number:	3404241	HYDROBAK
Registration Number:	3615706	PODIUM
Registration Number:	3764093	RACEBAK

OP \$540.00 1576430

Registration Number:	3752944	ARMORBAK
Registration Number:	3764732	SHREDBAK
Registration Number:	3765094	VELOBAK
Serial Number:	85048050	ALL CLEAR
Registration Number:	3905651	ANTIDOTE
Registration Number:	3946207	GROOVE
Serial Number:	85381622	SMART ION
Serial Number:	85346979	EDDY

CORRESPONDENCE DATA

Fax Number: (212)277-6501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: ipdocketing-ny@dicksteinshapiro.com
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Address Line 2: 1633 Broadway
Address Line 4: New York, NEW YORK 10019-6708

ATTORNEY DOCKET NUMBER:	C0128.0001
NAME OF SUBMITTER:	Clark W. Lackert
Signature:	/Clark W. Lackert/
Date:	09/09/2011

Total Attachments: 26

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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of August 24, 2011, by CamelBak Products, LLC, a Delaware limited liability company ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Grantor, as borrower ("Borrower"), and CamelBak International, LLC, as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrower, CamelBak Acquisition Corp., and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

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

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("USPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in 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. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security 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.

[Signature pages follow

SCHEDULE A
TRADEMARKS

Mark	Country	Serial No. / Registration No. Filing Date / Registration Date
CAMELBAK	U.S.	1,576,430 1/9/1990
CAMELBAK	Australia	616,551 4/4/1994
CAMELBAK	France	95557025 2/7/1995
CAMELBAK	Hong Kong	199601326 11/17/1993
CAMELBAK	Japan	3235017 12/25/1996
CAMELBAK	South Africa	93/11289 8/18/1998
CAMELBAK	Switzerland	427,319 6/26/1996
CAMELBAK	Austria	168620 3/4/1997
CAMELBAK	Canada	TMA516,982 9/24/1999

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TRADEMARK
REEL: 004619 FRAME: 0889

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	Italy	759594 9/3/1998
CAMELBAK	Spain	2,063,282 5/5/1997
CAMELBAK	U.K.	2118098 6/20/1997
CAMELBAK	Europe (CTM)	774,372 10/19/2000
CAMELBAK	Argentina	1,794,403 5/19/2000
CAMELBAK	Brazil	820982385 6/19/2001
CAMELBAK	Mexico	660,899 6/27/2000
CAMELBAK	New Zealand	289032 8/21/1998
CAMELBAK	Singapore	T98/02555I 3/29/1998
CAMELBAK	Venezuela	P285226 2/21/2007

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TRADEMARK
REEL: 004619 FRAME: 0890

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	U.K.	1,535,448 4/8/1994
CAMELBAK	U.S.	2,098,505 9/23/1997
HYDRATE OR DIE	U.S.	1,770,112 5/11/1993
HYDRATE OR DIE	Europe (CTM)	776,088 4/7/2000
THERMOBAK	U.S.	1,975,076 5/21/1996
MAXIMUM	U.S.	2,147,571 3/31/1998
HYDROBAK	U.S.	2,119,077 12/9/1997
M.U.L.E.	U.S.	2,305,501 1/4/2000
M.U.L.E.	Canada	533,565 9/27/2000
H.A.W.G.	U.S.	2,280,986 9/28/1999

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TRADEMARK
REEL: 004619 FRAME: 0891

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
H.A.W.G.	Canada	535,381 10/23/2000
CAMELBAK	U.S.	3,184,821 12/12/2006
CAMELBAK	South Korea	40-0655086 3/16/2006
CAMELBAK	U.S.	77/067,406 12/19/2006
HYDROBAK	U.S.	3,404,241 4/1/2008
CAMELBAK	Europe (CTM)	005569819 12/20/2006
CAMELBAK	Chile	793,880 8/6/2007
CAMELBAK	Chile	851,741 6/5/2009
CAMELBAK	Chile	793,879 8/6/2007
CAMELBAK	Chile	763,597 10/8/2007

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Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	Russia	359,230 9/5/2008
CAMELBAK	Russia	359,231 9/5/2008
CAMELBAK	Ukraine	101,622 1/12/2009
CAMELBAK	Canada	TMA770,278 6/21/2010
PODIUM	U.S.	3,615,706 5/5/2009
PODIUM	Australia	1,292,077 8/7/2009
PODIUM	China	7284993 8/7/2010
PODIUM	Europe (CTM)	008184244 9/6/2009
PODIUM	Japan	5329445 6/11/2010
PODIUM	Norway	251255 6/3/2009

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TRADEMARK
REEL: 004619 FRAME: 0893

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	China	7130583 10/14/2010
CAMELBAK	China	7130584 12/24/2008
CAMELBAK	China	7130585 12/24/2008
CAMELBAK	China	7130586 12/24/2008
CAMELBAK	Hong Kong	301263933AA 7/5/2010
CAMELBAK	Hong Kong	301263933AB 9/27/2010
CAMELBAK	Cambodia	KH/28052/08 2/19/2008
CAMELBAK	Cambodia	KH/28053/08 2/19/2008
CAMELBAK	Cambodia	KH/28054/08 2/19/2008
CAMELBAK	Cambodia	KH/28055/08 2/19/2008

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TRADEMARK
REEL: 004619 FRAME: 0894

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	South Korea	40-852768 2/10/2011
CAMELBAK	Mexico	1,027,876 2/28/2008
CAMELBAK	Mexico	1120094 9/10/2009
CAMELBAK	Mexico	1130100 11/11/2009
CAMELBAK	Mexico	1,058,011 8/29/2008
CAMELBAK	Philippines	4-2007-013854 5/19/2008
CAMELBAK	Taiwan	01381184 10/1/2009
CAMELBAK	Vietnam	125,931 5/27/2009
RACEBAK	U.S.	3,764,093 3/23/2010
RACEBAK	Australia	1,271,511 3/19/2009

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TRADEMARK
REEL: 004619 FRAME: 0895

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
RACEBAK	Canada	TMA782,211 11/10/2010
RACEBAK	China	7048634 9/28/2010
RACEBAK	Europe (CTM)	007374581 6/10/2009
RACEBAK	Japan	5,275,348 10/23/2009
RACEBAK	South Korea	816593 3/10/2010
RACEBAK	Norway	253756 12/1/2009
RACEBAK	New Zealand	798,788 5/14/2009
ARMORBAK	U.S.	3,752,944 2/23/2010
SHREDBAK	U.S.	3,764,732 3/23/2010
CAMELBAK & Design	China	7130587 10/14/2010

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK & Design	China	7130588 12/24/2008
CAMELBAK & Design	China	7130589 12/24/2008
CAMELBAK & Design	China	7130590 12/24/2008
CAMELBAK & Design	Hong Kong	301263942AA 7/5/2010
CAMELBAK & Design	Hong Kong	301263942AB 9/27/2010
M.U.L.E.	South Korea	40-831368 7/29/2010
IMPACT CT	South Korea	40-856350 3/9/2011
HYDROGUARD	South Korea	40-801426 9/21/2009
PAKTEEN	South Korea	40-798486 8/20/2009
BFM	South Korea	40-798487 8/20/2009

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TRADEMARK
REEL: 004619 FRAME: 0897

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
THERMOBAK	South Korea	40-798488 8/20/2009
MOTHERLODE	South Korea	40-798489 8/20/2009
MAXIMUM GEAR	South Korea	40-798197 8/18/2009
HYDROBAK	South Korea	40-798490 8/20/2009
HYDRATE OR DIE	South Korea	40-798201 8/18/2009
VELOBAK	U.S.	3,765,094 3/23/2010
ALL CLEAR	U.S.	85/048,050 5/26/2010
ALL CLEAR	China	8786223 10/28/2010
ALL CLEAR	Europe (CTM)	009465162 10/21/2010
ALL CLEAR (divisional of European Trademark Application Serial No. 009465162)	Europe (CTM)	010095305 6/13/2011

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Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
ST-5	South Korea	40-779201 2/11/2009
SQUADBAK	South Korea	40-801424 9/21/2009
SIXBAK	South Korea	40-801425 9/21/2009
CREWCAB	South Korea	40-779675 2/15/2009
CAMEL	South Korea	40-800417 9/9/2009
CAMELBAK	South Korea	40-2009-43817 9/8/2009
ANTIDOTE	U.S.	3,905,651 1/11/2011
ANTIDOTE	Australia	1371640 7/9/2010
ANTIDOTE	Brazil	830712941 7/30/2010
ANTIDOTE	Canada	1488485 7/13/2010

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TRADEMARK
REEL: 004619 FRAME: 0899

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
ANTIDOTE	Switzerland	606228 10/5/2010
ANTIDOTE	China	8465856 7/9/2010
ANTIDOTE	Europe (CTM)	009234758 1/21/2011
ANTIDOTE	Hong Kong	301660130 7/9/2010
ANTIDOTE	Japan	5408316 4/22/2011
ANTIDOTE	South Korea	40-2010-36271 7/12/2010
ANTIDOTE	Mexico	1191879 11/29/2010
ANTIDOTE	Norway	257964 12/20/2010
ANTIDOTE	New Zealand	827123 1/13/2011
ANTIDOTE	Philippines	4-2010-007687 7/15/2010

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TRADEMARK
REEL: 004619 FRAME: 0900

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
ANTIDOTE	Russia	436958 5/12/2011
ANTIDOTE	Taiwan	99033502 7/13/2010
ANTIDOTE	Ukraine	m 2010 11673 7/27/2010
ANTIDOTE	Vietnam	4-2010-15720 7/23/2010
ANTIDOTE	South Africa	2010/14989 7/12/2010
驼峰 TUO FENG (“hump” in Chinese characters)	China	8088917 3/1/2010
驼峰 TUO FENG (“hump” in Chinese characters)	China	8088916 3/1/2010
驼峰 TUO FENG (“hump” in Chinese characters)	China	8088915 4/28/2011
驼峰 TUO FENG (“hump” in Chinese characters)	China	8088914 3/1/2010
驼峰 TUO FENG (“hump” in Chinese characters)	Hong Kong	301552301 11/15/2010

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Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
GROOVE	U.S.	3,946,207 4/12/2011
GROOVE	Australia	1390240 2/21/2011
GROOVE	Brazil	830837515 11/11/2010
GROOVE	Canada	1504525 11/18/2010
GROOVE	Switzerland	611948 2/17/2011
GROOVE	China	8786222 10/28/2010
GROOVE	Europe (CTM)	009471632 4/1/2011
GROOVE	Hong Kong	301748665 10/28/2010
GROOVE	Japan	2010-84229 10/28/2010
GROOVE	South Korea	40-2010-54037 10/21/2010

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Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
GROOVE	Mexico	1196041 1/10/2011
GROOVE	Norway	259543 4/7/2011
GROOVE	New Zealand	832325 5/26/2010
GROOVE	Russia	2010736138 11/10/2010
GROOVE	Taiwan	99052941 10/25/2010
GROOVE	Ukraine	m 2010 17597 11/11/2010
GROOVE	South Africa	2010/24359 10/21/2010
 CAMELBAK & Design	China	4124471 1/14/2008
 CAMELBAK & Design	China	4124473 3/21/2007
 CAMELBAK & Design (in Chinese characters)	China	4124472 1/14/2008

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TRADEMARK
REEL: 004619 FRAME: 0903

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
 CAMELBAK & Design (in Chinese characters)	China	4124474 3/21/2007
CAMELBAK	Norway	258223 1/13/2011
CAMELBAK	Colombia	10142065 11/15/2010
CAMELBAK	Colombia	10142070 11/15/2010
SMART ION	U.S.	85/381,622 7/26/2011
EDDY	U.S.	85/346,979 6/15/2011

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SCHEDULE B**PATENTS**

<u>Title</u>	<u>Country</u>	<u>Filing Date*</u> / <u>Issue Date</u>	<u>Serial No. / Patent No.</u>
PERSONAL HYDRATION DEVICE WITH IMPROVED EXIT VALVE	U.S.	3/17/1998	5,727,714
(Design) PACK WITH POCKET	U.S.	9/29/1998	D398,776
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	U.S.	6/6/2000	6,070,767
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE (continuation-in-part of U.S. Patent Application Serial No. 09/118,196)	U.S.	3/7/2000	6,032,831
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	Canada	11/26/2002	2,302,210
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	Europe	10/22/2008	1,017,618
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	Japan	12/24/2004	3,629,492
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	Australia	5/23/2002	743,809
PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE (continuation of U.S. Patent Application Serial No. 09/151,493)	U.S.	4/2/2002	6,364,168

<u>Title</u>	<u>Country</u>	<u>Filing Date*</u> / <u>Issue Date</u>	<u>Serial No. / Patent No.</u>
(Design) BACKPACK FOR HOLDING LIQUID	U.S.	7/13/1999	D411,915
HYDRATION SYSTEM WITH IMPROVED FLUID DELIVERY SYSTEM	U.S.	12/24/2002	6,497,348
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	U.S.	1/13/2004	6,675,998
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	Canada	1/23/2007	2,412,020
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	Europe	8/29/2007	1,305,226
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	Australia	3/10/2005	2001280512
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR (divisional of Australian Patent Application Serial No. 2001280512)	Australia	11/13/2008	2004226947
NECK-SUPPORTED FLUID RESERVOIR, HYDRATION SYSTEMS AND PACK ASSEMBLIES INCLUDING THE SAME (continuation of U.S. Patent Application Serial No. 09/902,935)	U.S.	11/23/2004	6,820,780
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR (continuation of U.S. Patent Application Serial No. 09/902,935)	U.S.	7/4/2006	7,070,075
HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR (continuation of U.S. Patent Application Serial No. 09/902,935)	U.S.	6/20/2006	7,063,243

<u>Title</u>	<u>Country</u>	<u>Filing Date*</u> / <u>Issue Date</u>	<u>Serial No. / Patent No.</u>
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY	U.S.	6/21/2005	6,908,015
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY	Canada	11/25/2008	2,463,523
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY	Europe	5/6/2004	02800963.7
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY (continuation-in-part of U.S. Patent Application Serial No. 10/267,036)	U.S.	7/11/2006	7,073,688
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY	Taiwan	3/11/2006	I250,861
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY	Canada	2/17/2009	2,531,655
PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY (continuation-in-part of U.S. Patent Application Serial No. 10/666,856)	U.S.	6/12/2006	11/452,140
PACK FRAME ASSEMBLY AND HYDRATION SYSTEMS INCORPORATING THE SAME	U.S.	5/17/2005	6,892,915
WAIST-MOUNTED HYDRATION SYSTEM	U.S.	4/10/2007	7,201,299
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	U.S.	5/19/2009	7,533,783

<u>Title</u>	<u>Country</u>	<u>Filing Date*</u> / <u>Issue Date</u>	<u>Serial No. / Patent No.</u>
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	Taiwan	6/1/2008	I297317
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	Australia	2/28/2008	2006235383
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	Canada	8/26/2008	2,643,788
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	China	12/11/2007	200680020859.2
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	Europe	11/9/2007	06749713.1
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	Hong Kong	6/18/2009	09105488.9
DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	U.K.	9/30/2009	GB2439905
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(Design) DRINK BOTTLE CAP	U.S.	7/31/2007	D547,607
(Design) WATER BOTTLE	European Community	7/25/2008	000979802-0001

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<u>Title</u>	<u>Country</u>	<u>Filing Date*</u> / <u>Issue Date</u>	<u>Serial No. / Patent No.</u>
(Design) WATER BOTTLE	European Community	7/25/2008	000979802-0002
(Design) WATER BOTTLE	European Community	7/25/2008	000979802-0003
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<u>Title</u>	<u>Country</u>	<u>Filing Date*</u> / <u>Issue Date</u>	<u>Serial No. / Patent No.</u>
WATER PURIFYING DRINK CONTAINERS	U.S.	1/13/2011	13/006,193
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