

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DS WATERS OF AMERICA, INC.		10/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	299 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3848943	
Registration Number:	3958946	MOMMYMESSENGER
Registration Number:	3696998	EAT CHOCOLATE. FIND A CURE.
Registration Number:	3647052	EAT CHOCOLATE. FIND A CURE.
Registration Number:	3713056	GREENMOBILE
Registration Number:	3594216	ALHAMBRA
Registration Number:	3594217	BELMONT SPRINGS
Registration Number:	3594218	HINCKLEY SPRINGS
Registration Number:	3594219	SIERRA SPRINGS
Registration Number:	3850480	ATHENA
Registration Number:	3422659	ROAST 2 COAST
Registration Number:	3489905	SERVICE YOU CAN COUNT ON. QUALITY YOU CAN TRUST.
Registration Number:	3473432	10-K
Registration Number:	3381515	DS WATERS

OP \$940.00 3848943

Registration Number:	3599261	NURSERY PURE FUN ZONE
Registration Number:	3595426	WATER.COM
Registration Number:	3838228	ATHENA
Registration Number:	3823247	ATHENA
Registration Number:	3143277	ATHENA
Registration Number:	2931796	
Registration Number:	2924215	ATHENA PARTNERS
Registration Number:	3030066	ATHENA
Registration Number:	2986142	VICTORY STARTS HERE!
Registration Number:	2990282	ATHENA
Registration Number:	2903885	ATHENA
Registration Number:	3608380	KENTWOOD SPRINGS
Registration Number:	3593704	OZONE
Registration Number:	3033282	
Registration Number:	2310943	MOUNT OLYMPUS
Registration Number:	2273841	KWENCHER
Registration Number:	3921593	DRINK TO YOUR HEALTH
Registration Number:	3469275	DS WATERS
Registration Number:	3415547	DS WATERS
Registration Number:	3998501	MIX WITH FORMULA, JUICE, AND CEREAL
Registration Number:	4019967	RENEW
Registration Number:	4016420	REWARD
Registration Number:	4003741	MPROVE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
 Email: IPDOCKET@LW.COM
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
 Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039112-0025
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/

Date:

TRADEMARK
REEL: 004657 FRAME: 0137

11/08/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT, DATED AS OF OCTOBER 27, 2006 (AS THE SAME MAY BE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG GENERAL ELECTRIC CAPITAL CORPORATION, AS REVOLVING AND TERM LOAN ADMINISTRATIVE AGENT, REVOLVING AND TERM LOAN COLLATERAL AGENT, ABL ADMINISTRATIVE AGENT AND ABL COLLATERAL AGENT (AS EACH SUCH TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT), AND DS WATERS OF AMERICA, INC.

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2011, is made by DS Waters of America, Inc. (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”), in each case, for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving and Term Loan Credit Agreement, dated as of October 27, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent (in such capacities the “Agents”) for the Lenders, the Lenders and the other Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty and Security Agreement dated as of October 27, 2006 in favor of the Agents (the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of an irreconcilable conflict between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement will control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be effective as delivery of a manually executed counterpart hereof unless a Requirement of Law requires that originals be delivered.


Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DS WATERS OF AMERICA, INC.,
as Grantor

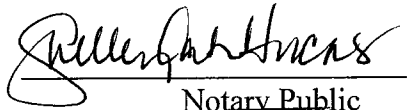
By: 
Name: Ryan K. Owens
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledgment of Grantor

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 31st day of October, 2011 before me personally appeared Ryan K. Owens, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DS Waters of America, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
SHELLEY CATALAN LUCAS
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
MARCH 22, 2013

[ACKNOWLEDGEMENT OF GRANTOR UNDER THE TRADEMARK SECURITY AGREEMENT]

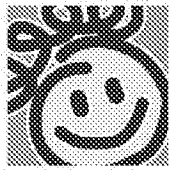

ACCEPTED AND AGREED
as of the date first above written:

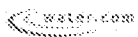

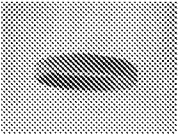
GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent


By: 
Name: Stephanie Krebs
Title: Duly Authorized Signatory

**Schedule I
to
Trademark Security Agreement**

A. REGISTERED TRADEMARKS

TRADEMARK	APPLICATION NO. APPLICATION DATE	REGISTRATION NO. REGISTRATION DATE
Design Only 	77892880 14-DEC-2009	3848943 14-SEP-2010
MOMMYMESSENGER	77890920 10-DEC-2009	3958946 10-MAY-2011
DRINK TO YOUR HEALTH	77736368 13-MAY-2009	3921593 22-FEB-2011
EAT CHOCOLATE. FIND A CURE.	77628571 08-DEC-2008	3696998 13-OCT-2009
EAT CHOCOLATE. FIND A CURE.	77628575 08-DEC-2008	3647052 30-JUN-2009
GREENMOBILE	77549598 18-AUG-2008	3713056 17-NOV-2009
ALHAMBRA	77494142 09-JUN-2008	3594216 24-MAR-2009
BELMONT SPRINGS	77494155 09-JUN-2008	3594217 24-MAR-2009
HINCKLEY SPRINGS	77494189 09-JUN-2008	3594218 24-MAR-2009
SIERRA SPRINGS	77494283 09-JUN-2008	3594219 24-MAR-2009
ATHENA  ATHENA	77357424 20-DEC-2007	3850480 21-SEP-2010
ROAST 2 COAST	77276441 11-SEP-2007	3422659 06-MAY-2008
SERVICE YOU CAN COUNT ON. QUALITY YOU CAN TRUST.	77249809 08-AUG-2007	3489905 19-AUG-2008

10-K	77217661 28-JUN-2007	3473432 22-JUL-2008
DS WATERS	77214607 25-JUN-2007	3381515 12-FEB-2008
NURSERY PURE FUN ZONE	77210720 20-JUN-2007	3599261 31-MAR-2009
WATER.COM 	77143644 29-MAR-2007	3595426 24-MAR-2009
ATHENA	77126276 08-MAR-2007	3838228 24-AUG-2010
ATHENA	78700789 25-AUG-2005	3823247 20-JUL-2010
ATHENA	78502129 19-OCT-2004	3143277 12-SEP-2006
Design Only 	78239265 17-APR-2003	2931796 08-MAR-2005
ATHENA PARTNERS	78219342 26-FEB-2003	2924215 01-FEB-2005
ATHENA	78219346 26-FEB-2003	3030066 13-DEC-2005
VICTORY STARTS HERE!	78210835 04-FEB-2003	2986142 16-AUG-2005
ATHENA	78210927 04-FEB-2003	2990282 30-AUG-2005
ATHENA	78204256 16-JAN-2003	2903885 16-NOV-2004
KENTWOOD SPRINGS	77494238 09-JUN-2008	3608380 21-APR-2009
OZONE	77213029 22-JUN-2007	3593704 24-MAR-2009
Design Only 	78510549 03-NOV-2004	3033282 20-DEC-2005

MOUNT OLYMPUS 	75530498 04-AUG-1998	2310943 25-JAN-2000
KWENCHER	75437624 20-FEB-1998	2273841 31-AUG-1999
DRINK TO YOUR HEALTH	77736368 13-MAY-2009	3921593 22-FEB-2011
DS WATERS	78386000 17-MAR-2004	3469275 15-JUL-2008
DS WATERS and Design in Color	783862022 17-MAR-2004	3415547 22-APR-2008
MIX WITH FORMULA, JUICE, CEREAL and Bowl Design	77504796 21-JUN-2008	3998501 19-JUL-2011
RENEW	77790044 27-JUL-2009	4019967 30-AUG-2011
REWARD	77856026 23-OCT-2009	4016420 23-AUG-2011
MPROVE	85072612 28-JUN-2010	4003741 26-JUL-2011

B. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO. APPLICATION DATE
DRINK TO YOUR GOOD HEALTH	77919757 25-JAN-2010