

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Security Interests (First Lien) in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DS Waters of America, Inc.		08/30/2013	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Barclays Bank PLC
<b>Street Address:</b>	200 Park Avenue, 4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>Entity Type:</b>	Collateral Agent: UNITED KINGDOM

**PROPERTY NUMBERS Total: 141**

Property Type	Number	Word Mark
Registration Number:	4202794	10K
Registration Number:	3473432	10-K
Registration Number:	2093790	ABITA SPRINGS
Registration Number:	2100478	ABITA SPRINGS
Registration Number:	2082990	ABITA SPRINGS
Registration Number:	2076858	ABITA SPRINGS
Registration Number:	1999405	ADMIRAL DEWEY
Registration Number:	1819231	ALHAMBRA
Registration Number:	2301785	ALHAMBRA
Registration Number:	1380916	ALHAMBRA
Registration Number:	3594216	ALHAMBRA
Registration Number:	3850480	ATHENA
Registration Number:	3143277	ATHENA
Registration Number:	4214325	ATHENA

CH \$3540.00 4202794

Registration Number:	2903885	ATHENA
Registration Number:	2990282	ATHENA
Registration Number:	3030066	ATHENA
Registration Number:	3823247	ATHENA
Registration Number:	3838228	ATHENA
Registration Number:	2924215	ATHENA PARTNERS
Registration Number:	4328340	ATHENA WARRIORS
Registration Number:	1473752	BELMONT SPRINGS
Registration Number:	3594217	BELMONT SPRINGS
Registration Number:	1474411	BELMONT SPRINGS
Registration Number:	1828483	BELMONT SPRINGS
Registration Number:	2680005	BELMONT SPRINGS
Registration Number:	2845136	BELMONT SPRINGS
Registration Number:	1464793	COLORADO CRYSTAL
Registration Number:	4158388	CREATED FOR THE CAUSE
Registration Number:	4246463	CREATED FOR THE CAUSE
Registration Number:	3340862	CRYSTAL SPRINGS
Registration Number:	2662265	CRYSTAL SPRINGS GENUINE
Registration Number:	1335806	CRYSTAL-FRESH
Registration Number:	3382738	CULLYSPRING WATER
Registration Number:	1273807	DEEP ROCK
Registration Number:	1273133	DEEP ROCK
Registration Number:	1279411	DEEP ROCK
Registration Number:	3587821	AUTHENTIC DEEP ROCK ARTESIAN WATER PURE
Registration Number:	3319455	
Registration Number:	3921593	DRINK TO YOUR HEALTH
Registration Number:	4060788	DRINK TO YOUR GOOD HEALTH
Registration Number:	4060610	DRINK TO YOUR GOOD HEALTH
Registration Number:	3469275	DS WATERS
Registration Number:	3381515	DS WATERS
Registration Number:	3415547	DS WATERS
Registration Number:	3647052	EAT CHOCOLATE. FIND A CURE.
Registration Number:	3696998	EAT CHOCOLATE. FIND A CURE.
Registration Number:	4214380	ENVIROBOTTLE
Registration Number:	4354317	ENVIROPAC

**TRADEMARK**

**REEL: 005113 FRAME: 0423**

	4354318	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS P
Registration Number:	2058243	EXOTIC ISLE
Registration Number:	2633723	EZBREW
Registration Number:	1806322	GEORGIA MOUNTAIN
Registration Number:	3650003	GLACIER BAY
Registration Number:	2865943	GOLDEN LEAF
Registration Number:	4285166	GOLDEN LEAF TEA FOR ICED TEA LOVERS
Registration Number:	1857234	GREAT TASTE
Registration Number:	3713056	GREENMOBILE
Registration Number:	0890568	H & S
Registration Number:	0868229	HINCKLEY & SCHMITT
Registration Number:	2635764	HINCKLEY SPRINGS
Registration Number:	3594218	HINCKLEY SPRINGS
Registration Number:	2668365	HINCKLEY SPRINGS SPRING WATER
Registration Number:	3110802	HINCKLEY SPRINGS SPRING WATER
Registration Number:	2832247	HINCKLEY SPRINGS
Registration Number:	2080228	JAVARAMA
Registration Number:	3223881	JAVARAMA ONE HUNDRED PERCENT ARABICA COF
Registration Number:	2265142	JR. SPORT
Registration Number:	1858306	KENTWOOD
Registration Number:	1862686	KENTWOOD
Registration Number:	1376422	KENTWOOD
Registration Number:	1376169	KENTWOOD
Registration Number:	2169782	KENTWOOD SPRINGS
Registration Number:	3608380	KENTWOOD SPRINGS
Registration Number:	2712767	KENTWOOD SPRINGS
Registration Number:	2927281	KENTWOOD SPRINGS PURIFIED WATER
Registration Number:	2273841	KWENCHER
Registration Number:	1741749	
Registration Number:	1718540	
Registration Number:	3998501	MIX WITH FORMULA, JUICE, AND CEREAL
Registration Number:	3958946	MOMMYMESSENGER
Registration Number:	3848943	
Registration Number:	4206717	MOUNT OLYMPUS
Registration Number:	2310943	MOUNT OLYMPUS

	4305920	MOUNT OLYMPUS SINCE 1898
Registration Number:	4003741	MPROVE
Registration Number:	4132660	MY UTAPIA
Registration Number:	1527257	NURSERY
Registration Number:	4080744	NURSERY FAMILY REWARDS
Registration Number:	3599261	NURSERY PURE FUN ZONE
Registration Number:	3593704	OZONE
Registration Number:	4206640	PURE + REFRESHING
Registration Number:	4191128	PURE WATER DISPENSER
Registration Number:	3486185	PURELY REFRESHING
Registration Number:	3146221	PURELY REFRESHING. PERSONALLY DELIVERED.
Registration Number:	3529025	PUREWATER
Registration Number:	4285165	RELYANT
Registration Number:	4149908	RELYANT
Registration Number:	4019967	RENEW
Registration Number:	4016420	REWARD
Registration Number:	3481217	ROAST 2 COAST
Registration Number:	3422659	ROAST 2 COAST
Registration Number:	3489905	SERVICE YOU CAN COUNT ON. QUALITY YOU CA
Registration Number:	3427453	SET A COURSE FOR GREAT SERVICE
Registration Number:	3427452	SET A COURSE FOR GREAT TASTE
Registration Number:	1428913	SIERRA
Registration Number:	2769409	SIERRA SPRINGS
Registration Number:	3594219	SIERRA SPRINGS
Registration Number:	2719606	SIERRA SPRINGS
Registration Number:	2680006	SIERRA SPRINGS
Registration Number:	2225430	SPARKLETTS
Registration Number:	625100	SPARKLETTS
Registration Number:	4246666	SPARKLETTS
Registration Number:	2301772	SPARKLETTS
Registration Number:	3437557	SPARKLETTS HOME AND OFFICE DELIVERY
Registration Number:	3437556	SPARKLETTS HOME AND OFFICE DELIVERY
Registration Number:	1464791	SPRINGLITE
Registration Number:	2537522	STANDARD COFFEE
Registration Number:	1272975	STANDARD COFFEE SERVICE COMPANY

**TRADEMARK**

**REEL: 005113 FRAME: 0425**

	4278509	STAND GUARD
Registration Number:	1832094	STANDGUARD
Registration Number:	1967133	STANDGUARD
Registration Number:	1820550	STAND GUARD
Registration Number:	1970243	STAND GUARD
Registration Number:	1112920	STANDARD COFFEE SERVICE COMPANY
Registration Number:	4152122	STRENGTH
Registration Number:	2083253	TALAWANDA
Registration Number:	1525495	THE PURE WATER PEOPLE
Registration Number:	2173994	TRANSPORT
Registration Number:	3595426	WATER.COM
Registration Number:	2707806	WE DELIVER THE COFFEE HOUSE EXPERIENCE
Registration Number:	2931796	
Registration Number:	3033282	
Registration Number:	3414857	TRUST IN A BOTTLE
Serial Number:	85977946	ENVIROPAC
Serial Number:	85977950	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS P
Serial Number:	85836095	AQUA CAFÉ
Serial Number:	85800104	DAILY PERK
Serial Number:	85735681	STANDARD
Serial Number:	85931919	DS SERVICES
Serial Number:	85903496	STANDARD COFFEE

**CORRESPONDENCE DATA**

Fax Number: 2123108007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2123108000  
Email: amara.gossin@weil.com, brian.lee@weil.com  
Correspondent Name: Amara Gossin  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0099/A. GOSSIN
NAME OF SUBMITTER:	Amara Gossin
Signature:	/Amara Gossin/

09/18/2013

**Total Attachments: 15**

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**Notice of Security Interests (First Lien) in Trademarks**

NOTICE OF SECURITY INTERESTS (FIRST LIEN) IN TRADEMARKS dated as of August 30, 2013 (this "Agreement"), made by DS WATERS OF AMERICA, INC., a Delaware corporation (the "Pledgor"), in favor of BARCLAYS BANK, PLC, as Collateral Agent.

Reference is made to the Collateral Agreement (First Lien) dated as of August 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among DS Waters of America, Inc. (the "Borrower"), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office), and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Recordation.** The Pledgor hereby requests and authorizes the United States Patent and Trademark Office to record this Agreement against the IP Collateral.

SECTION 5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. **Termination.** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 9.15 of the First Lien Credit Agreement (including the delivery of any certificate required thereunder) execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.


SECTION 7. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

DS WATERS OF AMERICA, INC.

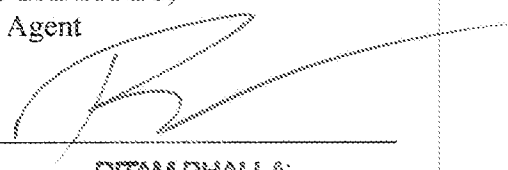
By:   
Name: Ron Frieman  
Title: CFO and Treasurer

[Signature Page to Notice of Security Interests (First Lien) in Trademarks]

**TRADEMARK**  
**REEL: 005113 FRAME: 0430**

BARCLAYS BANK PLC,  
as Collateral Agent

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






Name: RITAM BHALLA  
Title: DIRECTOR

Schedule I  
Notice of Security Interests (First Lien) in Trademarks

Trademarks Owned by the Pledgor

*U.S. Trademark Registrations*



Owner	Trademark	Application Number	Registration Number	Registration Date
DS Waters of America, Inc.	10K	85/033444	4202794	04-Sep-2012
DS Waters of America, Inc.		77/217661	3473432	22-Jul-2008
DS Waters of America, Inc.	ABITA SPRINGS	75/007009	2093790	02-Sep-1997
DS Waters of America, Inc.	ABITA SPRINGS	75/004269	2100478	23-Sep-1997
DS Waters of America, Inc.	ABITA SPRINGS	75/003995	2082990	29-Jul-1997
DS Waters of America, Inc.		75/004267	2076858	08-Jul-1997
DS Waters of America, Inc.		74/678492	1999405	10-Sep-1996
DS Waters of America, Inc.	ALHAMBRA	74/386885	1819231	01-Feb-1994
DS Waters of America, Inc.	ALHAMBRA	75/527914	2301785	21-Dec-1999
DS Waters of America, Inc.	ALHAMBRA	73/546010	1380916	28-Jan-1986
DS Waters of America, Inc.	ALHAMBRA	77/494142	3594216	24-Mar-2009

DS Waters of America, Inc.	 ATHENA	77/357424	3850480	21-Sep-2010
DS Waters of America, Inc.	ATHENA	78/502129	3143277	12-Sep-2006
DS Waters of America, Inc.	ATHENA	77/867384	4214325	25-Sep-2012
DS Waters of America, Inc.	ATHENA	78/204256	2903885	16-Nov-2004
DS Waters of America, Inc.	ATHENA	78/210927	2990282	30-Aug-2005
DS Waters of America, Inc.	ATHENA	78/219346	3030066	13-Dec-2005
DS Waters of America, Inc.	ATHENA	78/700789	3823247	20-Jul-2010
DS Waters of America, Inc.	ATHENA	77126276	3838228	24-Aug-2010
DS Waters of America, Inc.	ATHENA PARTNERS	78/219342	2924215	01-Feb-2005
DS Waters of America, Inc.	ATHENA WARRIORS	85/727361	4328340	30-Apr-2013
DS Waters of America, Inc.	BELMONT SPRINGS	73/665036	1473752	26-Jan-1988
DS Waters of America, Inc.	BELMONT SPRINGS	77/494155	3594217	24-Mar-2009
DS Waters of America, Inc.	BELMONT SPRINGS	73/665035	1474411	26-Jan-1988
DS Waters of America, Inc.		74/258565	1828483	29-Mar-1994
DS Waters of America, Inc.		76/276675	2680005	28-Jan-2003

DS Waters of America, Inc.		75/786879	2845136	25-May-2004
DS Waters of America, Inc.	COLORADO CRYSTAL	73/655194	1464793	10-Nov-1987
DS Waters of America, Inc.	CREATED FOR THE CAUSE	85/106242	4158388	12-Jun-2012
DS Waters of America, Inc.	CREATED FOR THE CAUSE	85/115582	4246463	20-Nov-2012
DS Waters of America, Inc.	CRYSTAL SPRINGS	78/386156	3340862	20-Nov-2007
DS Waters of America, Inc.		76/293430	2662265	17-Dec-2002
DS Waters of America, Inc.	CRYSTAL-FRESH	73/446186	1335806	14-May-1985
DS Waters of America, Inc.	CULLYSPRING WATER	78/439990	3382738	12-Feb-2008
DS Waters of America, Inc.	DEEP ROCK	73/408411	1273807	10-Apr-1984
DS Waters of America, Inc.	DEEP ROCK	73/408410	1273133	03-Apr-1984
DS Waters of America, Inc.	DEEP ROCK	73/408412	1279411	29-May-1984
DS Waters of America, Inc.		77/154481	3587821	10-Mar-2009
DS Waters of America, Inc.		78/386135	3319455	23-Oct-2007

DS Waters of America, Inc.	DRINK TO YOUR HEALTH	77736368	3921593	22-Feb-2011
DS Waters of America, Inc.	DRINK TO YOUR GOOD HEALTH	77/982618	4060788	22-Nov-2011
DS Waters of America, Inc.	DRINK TO YOUR GOOD HEALTH	77/919757	4060610	22-Nov-2011
DS Waters of America, Inc.	DS WATERS	78/386000	3469275	15-Jul-2008
DS Waters of America, Inc.	DS WATERS	77/214607	3381515	12-Feb-2008
DS Waters of America, Inc.		78/386022	3415547	22-Apr-2008
DS Waters of America, Inc.	EAT CHOCOLATE. FIND A CURE	77/628575	3647052	30-Jun-2009
DS Waters of America, Inc.	EAT CHOCOLATE. FIND A CURE	77/628571	3696998	13-Oct-2009
DS Waters of America, Inc.	ENVIROBOTTLE	77/953509	4214380	25-Sep-2012
DS Waters of America, Inc.	ENVIROPAC	85/116748	4354317	18-Jun-2013
DS Waters of America, Inc.		85/116760	4354318	18-Jun-2013
DS Waters of America, Inc.	EXOTIC ISLE	74/715115	2058243	29-Apr-1997
DS Waters of America, Inc.	EZBREW	75/045543	2633723	15-Oct-2002
DS Waters of America, Inc.	GEORGIA MOUNTAIN	74/311809	1806322	23-Nov-1993
DS Waters of America, Inc.	GLACIER BAY	77/561755	3650003	07-Jul-2009
DS Waters of America, Inc.	GOLDEN LEAF	76/294093	2865943	27-Jul-2004

DS Waters of America, Inc.		85/559927	4285166	05-Feb-2013
DS Waters of America, Inc.	GREAT TASTE	74/119588	1857234	04-Oct-1994
DS Waters of America, Inc.	GREENMOBILE	77/549598	3713056	17-Nov-2009
DS Waters of America, Inc.	H & S	72/329335	890568	05-May-1970
DS Waters of America, Inc.	HINCKLEY & SCHMITT	72/293516	0868229	15-Apr-1969
DS Waters of America, Inc.	HINCKLEY SPRINGS	75/613763	2635764	15-Oct-2002
DS Waters of America, Inc.		77/494189	3594218	24-Mar-2009
DS Waters of America, Inc.		76/293585	2668365	31-Dec-2002
DS Waters of America, Inc.		76/309978	3110802	04-Jul-2006
DS Waters of America, Inc.		75/786875	2832247	13-Apr-2004
DS Waters of America, Inc.	JAVARAMA	75/056700	2080228	15-Jul-1997
DS Waters of America, Inc.	JAVARAMA ONE HUNDRED PERCENT ARABICA COFFEE THE WORLD OF SPECIALTY COFFEES	78/565702	3223881	03-Apr-2007
DS Waters of America, Inc.	JR. SPORT	75/559412	2265142	27-Jul-1999

DS Waters of America, Inc.	KENTWOOD	74/447794	1858306	18-Oct-1994
DS Waters of America, Inc.	KENTWOOD	74/447779	1862686	15-Nov-1994
DS Waters of America, Inc.		73/531844	1376422	17-Dec-1985
DS Waters of America, Inc.		73/531845	1376169	17-Dec-1985
DS Waters of America, Inc.	KENTWOOD SPRINGS	74/465507	2169782	30-Jun-1998
DS Waters of America, Inc.	KENTWOOD SPRINGS	77/494238	3608380	21-Apr-2009
DS Waters of America, Inc.		76/278425	2712767	06-May-2003
DS Waters of America, Inc.		76/513703	2927281	22-Feb-2005
DS Waters of America, Inc.	KWENCHER	75/437624	2273841	31-Aug-1999
DS Waters of America, Inc.			1741749	22-Dec-1992
DS Waters of America, Inc.		74/174297	1718540	22-Sep-1992
DS Waters of America, Inc.		74/174298	3998501	19-Jul-2011
DS Waters of America, Inc.	MOMMY MESSENGER	77/504796	3958946	10-May-2011
DS Waters of America, Inc.		77/892880	3848943	14-Sep-2010




DS Waters of America, Inc.	MOUNT OLYMPUS	85/190580	4206717	11-Sep-2012
DS Waters of America, Inc.		75/530498	2310943	25-Jan-2000
DS Waters of America, Inc.		85/351538	4305920	19-Mar-2013
DS Waters of America, Inc.	MPROVE	85/072612	4003741	26-Jul-2011
DS Waters of America, Inc.	MY UTAPIA	85/146695	4132660	24-Apr-2012
DS Waters of America, Inc.	NURSERY	73/729676	1527257	28-Feb-1989
DS Waters of America, Inc.	NURSERY FAMILY REWARDS	85020887	4080744	03-Jan-2012
DS Waters of America, Inc.	NURSERY PURE FUN ZONE	77/210720	3599261	31-Mar-2009
DS Waters of America, Inc.	OZONE	77/213029	3593704	24-Mar-2009
DS Waters of America, Inc.	PURE + REFRESHING	85/168356	4206640	11-Sep-2012
DS Waters of America, Inc.		85/029262	4191128	14-Aug-2012
DS Waters of America, Inc.	PURELY REFRESHING	78/525533	3486185	12-Aug-2008
DS Waters of America, Inc.	PURELY REFRESHING. PERSONALLY DELIVERED.	78/324498	3146221	19-Sep-2006
DS Waters of America, Inc.		78/451715	3529025	04-Nov-2008
DS Waters of America, Inc.	<b>RELYANT</b>	85/559855	4285165	05-Feb-2013
DS Waters of America, Inc.	RELYANT	85/437873	4149908	29-May-2012

DS Waters of America, Inc.	RENEW	77/790044	4019967	30-Aug-2011
DS Waters of America, Inc.	REWARD	77/856026	4016420	23-Aug-2011
DS Waters of America, Inc.	ROAST 2 COAST	77/028792	3481217	05-Aug-2008
DS Waters of America, Inc.	ROAST 2 COAST	77/276441	3422659	06-May-2008
DS Waters of America, Inc.	SERVICE YOU CAN COUNT ON. QUALITY YOU CAN TRUST.	77/249809	3489905	19-Aug-2008
DS Waters of America, Inc.	SET A COURSE FOR GREAT SERVICE	77/028800	3427453	13-May-2008
DS Waters of America, Inc.	SET A COURSE FOR GREAT TASTE	77/028799	3427452	13-May-2008
DS Waters of America, Inc.	SIERRA	73/584973	1428913	17-Feb-1987
DS Waters of America, Inc.	SIERRA SPRINGS	75/575190	2769409	30-Sep-2003
DS Waters of America, Inc.	SIERRA SPRINGS	77/494283	3594219	24-Mar-2009
DS Waters of America, Inc.		75/786688	2719606	27-May-2003
DS Waters of America, Inc.		76/276676	2680006	28-Jan-2003

DS Waters of America, Inc.	SPARKLETTS	75/372888	2225430	23-Feb-1999
DS Waters of America, Inc.	SPARKLETTS	71/678679	0625100	10-Apr-1956
DS Waters of America, Inc.	SPARKLETTS	85/269355	4246666	20-Nov-2012
DS Waters of America, Inc.	SPARKLETTS	75/523185	2301772	21-Dec-1999
DS Waters of America, Inc.		78/386069	3437557	27-May-2008
DS Waters of America, Inc.		78/386056	3437556	27-May-2008
DS Waters of America, Inc.	SPRINGLITE	73/651019	1464791	10-Nov-1987
DS Waters of America, Inc.	STANDARD COFFEE	75/114463	2537522	12-Feb-2002
DS Waters of America, Inc.	STANDARD COFFEE SERVICE COMPANY	73/309109	1272975	03-Apr-1984
DS Waters of America, Inc.	STAND GUARD	85/559900	4278509	22-Jan-2013
DS Waters of America, Inc.	STANDGUARD	74/228435	1832094	19-Apr-1994
DS Waters of America, Inc.	STANDGUARD	74/228433	1967133	09-Apr-1996
DS Waters of America, Inc.		74/228533	1820550	08-Feb-1994
DS Waters of America, Inc.		74/228434	1970243	23-Apr-1996
DS Waters of America, Inc.		73/144046	1112920	06-Feb-1979
DS Waters of America, Inc.	STRENGTH	77/829805	4152122	05-Jun-2012

DS Waters of America, Inc.		75/055571	2083253	29-Jul-1997
DS Waters of America, Inc.	THE PURE WATER PEOPLE	73/709883	1525495	21-Feb-1989
DS Waters of America, Inc.		75/263172	2173994	14-Jul-1998
DS Waters of America, Inc.		77/143644	3595426	24-Mar-2009
DS Waters of America, Inc.	WE DELIVER THE COFFEE HOUSE EXPERIENCE	76/293923	2707806	15-Apr-2003
DS Waters of America, Inc.		78/239265	2931796	08-Mar-2005
DS Waters of America, Inc.		78/510549	3033282	20-Dec-2005
DS Waters of America, Inc.	ENVIROPAC	85/977946	Published	Published
DS Waters of America, Inc.	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS PLASTIC, AND 100% RECYCLABLE PACKAGE 	85/977950	Published	Published
DS Waters of America, Inc.	TRUST IN A BOTTLE TRUST IN A BOTTLE	76601571	3414857	22-Apr-2008

*U.S. Trademark Applications*

Owner	Trademark	Application Number	Registration Number	Registration Date
DS Waters of America, Inc.	AQUA CAFÉ	85/836095	Pending	Pending
DS Waters of America, Inc.	DAILY PERK	85/800104	Pending	Pending
DS Waters of America, Inc.	STANDARD	85/735681	Pending	Pending
DS Waters of America, Inc.	DS SERVICES DS SERVICES	85/931919	Pending	Pending
DS Waters of America, Inc.	STANDARD COFFEE 	85/903496	Pending	Pending