

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Niagara Bottling, LLC		02/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	1682185	NIAGARA MIST 100% NATURAL SPRING WATER	
Registration Number:	2505528	ZAQUA	
Registration Number:	3370727	COLOR COOLERZ!	
Registration Number:	3966725	ECO-AIR BOTTLE	
Registration Number:	3971728	ARAGANI	
Registration Number:	3971729	TASTE THE PURE DIFFERENCE!	
Registration Number:	3971727	V-SSENTIALS	
Registration Number:	3975661	PRISTINE MIST	
Registration Number:	4158285	TEA ANJALI	
Registration Number:	4356077	NIAGARA TASTE THE PURE DIFFERENCE!	
Registration Number:	4466796	NIAGARA	
Registration Number:	4508104	ECO-AIR PACKAGE	
Registration Number:	4520096	ECO-AIR	
Registration Number:	4607161	NOW THAT'S REFRESHING	
Registration Number:	4607169	ECO-AIR BOTTLE	
Registration Number:	4620891	JADE MIST	
Registration Number:	4621192	AMERICAN FALLS	
Registration Number:	4621283	GUSTO	
TRADEMARK			

OP \$1165.00 1682185

Property Type	Number	Word Mark
Registration Number:	4646550	GAMEPLAN
Registration Number:	4653131	GAME PLAN
Registration Number:	4770139	ALOHA BLAST
Registration Number:	4873982	NIAGARA CARES
Registration Number:	4902242	CRYSTAL PRISTINE
Registration Number:	4915174	LESS PLASTIC, MORE SAVINGS
Serial Number:	85952537	ECO-AIR PRISM
Serial Number:	86085676	ECO-AIR
Serial Number:	86085627	ECO-AIR SPORT BOTTLE
Serial Number:	86085642	ECO-PRISM
Serial Number:	86085609	ECO-SPORT BOTTLE
Serial Number:	86113040	CRYSTAL MIST
Serial Number:	86268062	NIAGARA TEA CO.
Serial Number:	86268048	TEA JOY
Serial Number:	86268647	SHADY GROVE
Serial Number:	86523177	ASTORIA
Serial Number:	86572255	ESSENTIAL TO LIFE, NOT STATUS
Serial Number:	86572256	NIAGARA CARES
Serial Number:	86572235	THIRST QUENCHING, NOT TRENDSETTING
Serial Number:	86572249	WE SELL WATER, NOT HYPE
Serial Number:	86572254	WHEN YOU WANT WATER, NOT HYPE
Serial Number:	86627715	ECO-AIR BOTTLE 100% RECYCLABLE*
Serial Number:	86627683	ECO-AIR PACKAGE 100% RECYCLABLE
Serial Number:	86627706	ECO-AIR PACKAGE 100% RECYCLABLE
Serial Number:	86654822	ECO-AIR BOTTLE 100% RECYCLABLE*
Serial Number:	86679558	SUNNY BREEZE
Serial Number:	86815802	PRISTINE CLEAR
Serial Number:	87080758	HISS

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher, Paralegal

SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	03/01/2017
Total Attachments: 6 source=Niagara - Trademark Notice#page1.tif source=Niagara - Trademark Notice#page2.tif source=Niagara - Trademark Notice#page3.tif source=Niagara - Trademark Notice#page4.tif source=Niagara - Trademark Notice#page5.tif source=Niagara - Trademark Notice#page6.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This **NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS** (“*Agreement*”), dated as of February 22, 2017, is made by **NIAGARA BOTTLING, LLC**, a Delaware limited liability company (the “*Grantor*”), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in that certain Credit Agreement (the “*Credit Agreement*”) dated as of February 22, 2017, among the Grantor, the Administrative Agent and the Lenders party thereto).

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of February 22, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in its Intellectual Property (as defined in the Security Agreement), including Trademarks (as defined in the Security Agreement); and

WHEREAS, the Grantor 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 Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and the Secured Hedge Agreements and Secured Cash Management Agreements, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security 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.

[Remainder of page intentionally left blank.]


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

NIAGARA BOTTLING, LLC

By: Kent Ratzlaff
Name: Kent Ratzlaff
Title: VP Finance

[Signatures Continue on Following Page]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Jeff Thom
Title: Senior Vice President

SCHEDULE A

TRADEMARKS

Debtor	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Niagara Bottling, LLC	USA	74/146293	1682185	3/11/1991	4/7/1992
Niagara Bottling, LLC	USA	75/980,724	2505528	10/6/1999	11/6/2001
Niagara Bottling, LLC	USA	78/902,427	3370727	6/7/2006	1/15/2008
Niagara Bottling, LLC	USA	77/607,160	3966725	11/4/2008	5/24/2011
Niagara Bottling, LLC	USA	85/009,935	3971728	4/8/2010	5/31/2011
Niagara Bottling, LLC	USA	85/009,938	3971729	4/8/2010	5/31/2011
Niagara Bottling, LLC	USA	85/009,913	3971727	4/8/2010	5/31/2011
Niagara Bottling, LLC	USA	85/000,242	3975661	3/28/2010	6/7/2011
Niagara Bottling, LLC	USA	85/009,929	4158285	4/8/2010	6/12/2012
Niagara Bottling, LLC	USA	85/000,245	4356077	3/28/2010	6/25/2013
Niagara Bottling, LLC	USA	85/277,631	4466796	3/25/2011	1/14/2014
Niagara Bottling, LLC	USA	85/956,568	4508104	6/11/2013	4/1/2014
Niagara Bottling, LLC	USA	85/836,722	4520096	1/30/2013	4/29/2014
Niagara Bottling, LLC	USA	86/084,947	4607161	10/7/2013	9/16/2014
Niagara Bottling, LLC	USA	86/085,655	4607169	10/8/2013	9/16/2014
Niagara Bottling, LLC	USA	86/225,637	4620891	3/19/2014	10/14/2014
Niagara Bottling, LLC	USA	86/231,740	4621192	3/25/2014	10/14/2014
Niagara Bottling, LLC	USA	86/268,039	4621283	4/30/2014	10/14/2014
Niagara Bottling, LLC	USA	86/134,183	4646550	12/3/2013	11/25/2014
Niagara Bottling, LLC	USA	85/287,107	4653131	4/5/2011	12/9/2014
Niagara Bottling, LLC	USA	86/288,295	4770139	5/21/2014	7/7/2015
Niagara Bottling, LLC	USA	86/630,137	4873982	5/14/2015	12/22/2015
Niagara Bottling, LLC	USA	85/921,980	4902242	5/2/2013	2/16/2016

Niagara Bottling, LLC	USA	86/572,237	4915174	3/22/2015	3/8/2016
Niagara Bottling, LLC	USA	85/952,537		6/6/2013	
Niagara Bottling, LLC	USA	86/085,676		10/8/2013	
Niagara Bottling, LLC	USA	86/085,627		10/8/2013	
Niagara Bottling, LLC	USA	86/085,642		10/8/2013	
Niagara Bottling, LLC	USA	86/085,609		10/8/2013	
Niagara Bottling, LLC	USA	86/113,040		11/7/2013	
Niagara Bottling, LLC	USA	86/268062		4/30/2014	
Niagara Bottling, LLC	USA	86/268,048		4/30/2014	
Niagara Bottling, LLC	USA	86/268647		5/1/2014	
Niagara Bottling, LLC	USA	86/523177		2/3/2015	
Niagara Bottling, LLC	USA	86/572,255		3/22/2015	
Niagara Bottling, LLC	USA	86/572,256		3/22/2015	
Niagara Bottling, LLC	USA	86/572,235		3/22/2015	
Niagara Bottling, LLC	USA	86/572,249		3/22/2015	
Niagara Bottling, LLC	USA	86/572,254		3/22/2015	
Niagara Bottling, LLC	USA	86/627,715		5/13/2015	
Niagara Bottling, LLC	USA	86/627,683		5/13/2015	
Niagara Bottling, LLC	USA	86/627,706		5/13/2015	
Niagara Bottling, LLC	USA	86/654822		6/8/2015	
Niagara Bottling, LLC	USA	86/679558		6/30/2015	
Niagara Bottling, LLC	USA	86/815,802		11/10/2015	
Niagara Bottling, LLC	USA	87/080,758		6/22/2016	

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