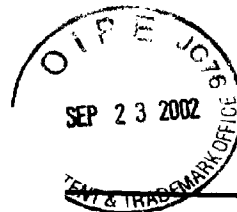


Atty Docket No.: 209792US-2SD

FORM PTO-1595  
1-31-92

09-27-2002



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of



attached original documents or copy thereof.

1. Name of conveying party(ies):

DANONE WATERS OF NORTH AMERICA, INC.

102235327

2. Name and address of receiving party(ies):

Name: CCDA WATERS, L.L.C.

Address: 1 Coca-Cola Plaza  
Atlanta, Georgia 30313

9-23-02

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 27, 2002

Additional name(s) and address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

<del>D452,956</del>	D407,210
D396,807	D287,934
D391,161	D288,783
D391,160	D306,140
D397,941	4,865,225

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:



22850

6. Total applications and patents involved: 10

7. Total fee (37 CFR 3.41): \$400.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030  
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marvin J. Spivak

Name of Person Signing

Signature

Date

Registration Number: 24,913

Total number of pages including this cover sheet: 5

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Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents and Trademarks  
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Washington, D.C. 20231

PATENT  
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## EXECUTION COPY

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "*Assignment*"), dated as of June 27, 2002, is made and entered into by and between DANONE WATERS OF NORTH AMERICA, INC., a corporation organized under the laws of the State of Delaware ("*Assignor*"), and CCDA WATERS, L.L.C., a limited liability company organized under the laws of the State of Delaware ("*Assignee*") (each a "*Party*," and collectively, the "*Parties*").

WHEREAS, the Assignor, Assignee and Danone Holdings, Inc. have entered into a Contribution Agreement, dated as of June 27, 2002 (the "*Contribution Agreement*"), pursuant to which, among other things, Assignee has acquired the Company Intellectual Property (as defined therein); and

WHEREAS, the Parties desire to enter into this Assignment to confirm the assignment, transfer and conveyance of certain patents and patent applications included in the Company Intellectual Property by Assignor to Assignee under the Contribution Agreement.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in this Assignment and the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment, Conveyance and Transfer. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the patents and patent applications in the Territory (as defined in the Contribution Agreement) listed on Schedule A hereof (collectively, the "*Patents*"), together with all rights of Assignor to sue and recover damages for past, present and future infringements of the Patents and all results and proceeds from the foregoing accrued and unpaid or hereafter accruing.

2. Recordation of Patents, Trademarks and Copyrights. If Assignee elects to record this Assignment with the U.S. Patent & Trademark Office or applicable state or foreign governmental or international authorities or registries, Assignee shall bear all costs and fees associated with such recording. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all patents from any patent applications included in the Patents to the Assignee.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Patents hereunder.

4. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts

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executed in and to be performed in that State (without regard to conflicts of laws provisions thereof).

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**DANONE WATERS OF NORTH AMERICA, INC.**

**CCDA WATERS, L.L.C.**

By:   
Name: Bryan Crittenden  
Title: Vice President & Treasurer

By: Danone Waters of North America, Inc.  
as Member, as authorized person

By:   
Name: Bryan Crittenden  
Title: Vice President & Treasurer

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## SCHEDULE A

PATENT TITLE	PATENT NO. / ISSUE DATE	
Design of Water Bottle	D452,956	1/15/02
Combined bottle and cap	D396,807	8/11/98
Combined bottle and cap	D391,161	2/24/98
Combined bottle and cap	D391,160	2/24/98
Combined bottle and cap	D397,941	9/8/98
Canteen	D407,210	3/30/99
Universal drip catcher	4,865,225	9/12/89
Plastic bottle for liquids	D287,934	1/27/87
Plastic bottle for liquids	D288,783	3/17/87
Jug	D306,140	2/20/90