

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CCDA Waters, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other A Delaware Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: November 7, 2003

2. Name and Address of receiving party(ies)

Name: Danone Waters of North America, Inc.

Internal

Address: _____

Street Address: 3280 East Foothill Boulevard

City: Pasadena State: CA Zip: 91107

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

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

A. Trademark Application No.(s)

78/089,514 75/643,902

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41)..... \$ 390.00

- Enclosed
- Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

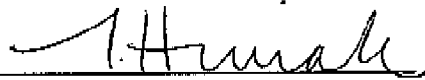
DO NOT USE THIS SPACE

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.

Tamara L. Hrivnak

Name of Person Signing



Signature

December 3, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$390.00 600324 78089614

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Registration Numbers

1,335,806	2,217,371	2,348,479	1,763,786
2,265,136	2,254,352	1,472,560	1,772,525
1,731,690	1,471,586	2,116,824	1,948,602
2,102,237			

NO ADDITIONAL PAGES

TRADEMARK ASSIGNMENT

WHEREAS, on June 27, 2002, a Trademark Assignment was made and entered into, by and between CCDA Waters, LLC, a limited liability company organized under the laws of the state of Delaware, whose address is 1 Coca-Cola Plaza, Atlanta, Georgia 30313 (hereinafter "Assignor") and Danone Waters of North America, Inc., a corporation organized under the laws of the State of Delaware, whose address is 3280 East Foothill Boulevard, Pasadena, California 91107 (hereinafter "Assignee") (each a "Party," and collectively, the "Parties"); and

WHEREAS, it has come to the Parties' attention that incorrectly included in the Schedule A to the June 27, 2002 Trademark Assignment were the properties listed in Schedule A hereto (collectively "the trademarks"); and

WHEREAS, the Parties, wishing to avoid any confusion as to the proper ownership of the trademarks, execute this assignment reflecting the Parties' mutual intent that Assignee reacquire all right, title and interest in said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over, and transfer to said Assignee the entire right, title and interest in and to the said trademarks, all common law rights in the trademarks, and the application and registrations relating thereto, together with the goodwill connected with the use of and symbolized by the trademarks, the same and the rights of said Assignor to be held and enjoyed by said Assignee for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the trademark registrations may be renewed or reissued, as fully or entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made, together with all claims for legal and equitable relief of any kind by reason of past

infringement of said trademarks and trademarks registrations, with the right to sue for and obtain the same for its own use and behalf, and for the use of its successors, or other legal representatives.

IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed and its seal to be affixed by its duly authorized officer, this 7th day of November, 2003.

CCDA WATERS, LLC

Signature: [Handwritten Signature] CKP
Name: John W. Hackett
Title: Sr. V.P. Hydration Business Unit
Date: 11/7/03

(Seal)
State of _____)
County of _____) SS:



On this 7th day of November, 2003 before me appeared John Hackett, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of corporation and with the authorization of said corporation.

Notary Public, DeKalb County, Georgia
My Commission Expires November 11, 2009

[Handwritten Signature]
(Signature of Notary Public)

My commission expires _____

SCHEDULE A

MARK	COUNTRY	SERIAL NO. / REG. NO.
CRYSTAL-FRESH	U.S.	1,335,806
MISCELLANEOUS DESIGN	U.S.	2,265,136
MISCELLANEOUS DESIGN	U.S.	1,731,690
CRYSTAL	U.S. (Arizona)	42488
CRYSTAL BOTTLED WATERS	U.S. (Arizona)	12783
HUNGRY FOR LIFE. THIRSTY FOR NAYA.	U.S.	2,102,237
BEBELA Y VIVE <DRINK IT AND LIVE>	U.S.	2,217,371
SED DE VIDA. DED DE NAYA. <THIRST FOR LIFE>	U.S.	2,254,352
TEAM NAYA	U.S.	78/089,514
NAYA	U.S.	1,471,586
NAYA CANADIAN NATURAL SPRING WATER (& DESIGN)	U.S.	2,348,479
MISCELLANEOUS DESIGN	U.S.	1,472,560
TIMBERLINE SPRINGS	U.S.	2,116,824
CANADA'S HERITAGE	U.S.	1,763,786
LAVAL	U.S.	1,772,525
NAYA (& Design)	U.S.	1,948,602
THE GODDESS OF SPRING WATER	U.S.	75/643,902

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