

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DS Waters of America, Inc		07/25/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2093790	ABITA SPRINGS
Registration Number:	2100478	ABITA SPRINGS
Registration Number:	2082990	ABITA SPRINGS
Registration Number:	2076858	ABITA SPRINGS
Registration Number:	1819231	ALHAMBRA
Registration Number:	2301785	ALHAMBRA
Registration Number:	1380916	ALHAMBRA
Registration Number:	1527257	NURSERY

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: hoyoon.nam@weil.com, phyllis.depaola@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o Hoyoon Nam
 Address Line 1: 767 5th Avenue
 Address Line 4: New York, NEW YORK 10153

TRADEMARK

CH \$215.00 2093790

ATTORNEY DOCKET NUMBER:	47660.3357
NAME OF SUBMITTER:	Hoyoon Nam
Signature:	/Hoyoon Nam/
Date:	07/26/2007

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 July ~~25~~²⁶, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"), in each case, for the Lenders, the L/C Issuers and the other Secured Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Revolving 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 and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent for the Lenders, the L/C Issuers and the other Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agents (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each 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. Each 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 such 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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 each 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, the Guaranty and Security Agreement will govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 as 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

Very truly yours,

DS WATERS OF AMERICA, INC.,
as Grantor

By: 

Name: K. Dillon Schickli

Title: Co-Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name:

Title:

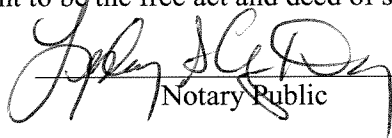
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003588 FRAME: 0920

Acknowledgment of Grantor

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 25 day of July, 2007 before me personally appeared K. Dillon Schickli, 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



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED TRADEMARKS

See attached.

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: Michelle Handy
Name: Michelle Handy
Title: Suley Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Intellectual Property: Trademarks

Trademarks

Note: Information in the "Status" column for the U.S. registrations and applications is current according to the records of the U.S. Patent and Trademark Office. Information in the "Status" column for state and foreign matters is based on docketed information and may not be completely up to date.

Mark	Country	Application #	Registration #	Status	Owner
10-K	U.S.	77/217661		Pending	DS Waters of America, Inc.
ABITA SPRINGS	U.S.	75/007009	2093790	Registered	DS Waters of America, Inc.
ABITA SPRINGS	U.S.	75/004269	2100478	Registered	DS Waters of America, Inc.
ABITA SPRINGS	U.S.	75/003995	2082990	Registered	DS Waters of America, Inc.
ABITA SPRINGS & DESIGN	U.S.	75/004267	2076858	Registered	DS Waters of America, Inc.
ABITA SPRINGS LOGO	Louisiana			Registered	DS Waters of America, Inc.
ABITA SPRINGS LOGO 2	Louisiana			Registered	DS Waters of America, Inc.
ABITA WATER	Louisiana			Registered	DS Waters of America, Inc.
ALHAMBRA	U.S.	74/386885	1819231	Registered	DS Waters of America, Inc.
ALHAMBRA	U.S.	75/527914	2301785	Registered	DS Waters of America, Inc.
ALHAMBRA	U.S.	73/546010	1380916	Registered	DS Waters of America, Inc.
ALHAMBRA	U.S.	77/186437		Pending	DS Waters of America, Inc.
DS WATERS	U.S.	77/214607		Pending	DS Waters of America, Inc.
NURSERY	Argentina			In Process	DS Waters of America, Inc.
NURSERY	Bahamas			Pending	DS Waters of America, Inc.
NURSERY	Bolivia	SM-1513-2007		Pending	DS Waters of America, Inc.
NURSERY	Chile			In Process	DS Waters of America, Inc.
NURSERY	Colombia	7041833		Pending	DS Waters of America, Inc.
NURSERY	Costa Rica			Pending	DS Waters of America, Inc.
NURSERY	Dominican Republic			In Process	DS Waters of America, Inc.
NURSERY	Ecuador			In Process	DS Waters of America, Inc.
NURSERY	El Salvador	66436/2007		Pending	DS Waters of America, Inc.
NURSERY	Guatemala	344-2007		Pending	DS Waters of America, Inc.
NURSERY	India			In Process	DS Waters of America, Inc.

Mark	Country	Application #	Registration #	Status	Owner
NURSERY	Indonesia	D002007018891		In Process	DS Waters of America, Inc.
NURSERY	Nicaragua	2007-01438		Pending	DS Waters of America, Inc.
NURSERY	Paraguay	12823		Pending	DS Waters of America, Inc.
NURSERY	Peru			In Process	DS Waters of America, Inc.
NURSERY	U.S.	73/729676	1527257	Registered	DS Waters of America, LP
NURSERY	Uruguay			In Process	
NURSERY	Venezuela			Pending	
OZONE	U.S.	77/213029		Pending	DS Waters of America, Inc.
TASTE THE LEGEND	Louisiana			Registered	DS Waters of America, Inc.
THE ABITA MAN CAN	Louisiana			Registered	DS Waters of America, Inc.