

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY **0737-58**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Deep Rock Water Co.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) Colorado

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) September 21, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Madison Capital Funding LLC, as agent

Internal

Address: _____

Street Address: 30 S. Wacker

City: Chicago

State: IL

Country: U.S.A. Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Company / Limited Liability Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-5600

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

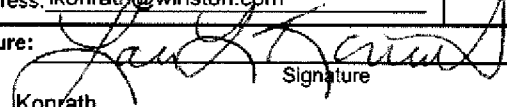
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:



Signature

09/23/09 Date

Date

Laura L. Konrath

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation Item 4

SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

1. Trademarks.

FEDERAL TRADEMARKS	DESCRIPTION	NUMBER	EFFECTIVE DATE	RENEWAL DATE
① Deep Rock	Distributorship services, Bottled water/water coolers	1,273,133	4/3/1984	4/3/2014
② Deep Rock	Artesian drinking water	1,273,807	4/10/1984	4/10/2014
③ Deep Rock	Distilled Water	1,279,411	5/29/1984	5/29/2014

STATE TRADEMARKS	STATE	NUMBER	EFFECTIVE DATE	RENEWAL DATE
Glenwood-Inglewood Distilled Water	Minnesota	16186	6/8/1990	6/8/2010
Glenwood-Inglewood Drinking Water (and logo design)	Minnesota	614417-2	9/3/2003	9/3/2013
Glenwood-Inglewood Natural Spring Water	Minnesota	16187	6/8/1990	6/8/2010
Deep Rock	Colorado	19851007593	12/22/1997	12/22/2007
Deep Rock	Colorado	19851009631	7/16/2002	7/16/2012
High Country Water	Colorado	19941140050	12/18/1994	12/18/2004
High Country Artesian Water	Colorado	19971123937	8/5/1997	8/5/2007
High Country Distilled Water	Colorado	19971123939	8/5/1997	8/5/2007
High Country Drinking Water	Colorado	19971123944	8/5/1997	8/5/2007
Mile High H2O	Colorado	20641160312	5/3/2004	5/3/2014
Deep Rock	Kansas	5350	6/7/1998	6/7/2008
Deep Rock	Nebraska	6858619	1/13/1999	1/13/2009
Deep Rock	Nevada	NA	4/2/2004	6/29/2009
Deep Rock	New Mexico	TK98072103	7/21/1998	7/21/2008
Glenwood-Inglewood Natural Spring Water	North Dakota	5670600	8/9/2000	8/9/2010
Glenwood-Inglewood Distilled Water	North Dakota	5670400	8/9/2000	8/9/2010
Deep Rock	South Dakota	3000003860	7/14/1998	7/14/2008
Deep Rock	Utah	2510378-0190	6/7/1998	6/7/2008
Deep Rock	Wyoming	01213	6/7/1998	6/7/2008
Glacier Bay	Illinois	083637	5/14/1999	5/14/2009

2. Trademark Licenses.

A. Trademark License effective October 1, 1993 between Culligan International Company and Deep Rock/Crystal Drop, pursuant to which the trademark "Culligan" and certain other related registered trademarks and names, signs and commercial symbols which are associated with water and treatment of water are licensed.

B. Bottled Water License Agreement between Ecowater Systems, Inc. and Mile-Hi Deep Rock Water Company dated October 15, 1998, pursuant to which the trademark

Execution Copy

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Deep Rock Water Co., a Colorado general partnership (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Mile-Hi DR Acquisition, LLC, a Delaware limited liability company affiliated with the Grantor, Mile-Hi Deep Rock Holdings, LLC, a Delaware limited liability company affiliated with the Grantor, the lenders referred to therein (the "Lenders") and Madison Capital Funding LLC, as Agent (the "Agent"), are parties to a Credit Agreement dated as of September 21, 2004 (as the same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of September 21, 2004 (as said Agreement may be amended and in effect from time to time, the "Collateral Agreement") among the Grantor, the other grantors party thereto and the Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent to use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

CHI:1409859.4

TRADEMARK
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hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

CHI:1409859.4

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2004.

DEEP ROCK WATER CO.

By: MILE-HI DR I, LLC
its Manager

By: [Signature]
Name: John L. Thomson
Title: Managing Director

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of Minnesota)
) ss.
County of Hennepin)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as a managing director of Mile-Hi DR I, LLC, the Manager of Deep Rock Water Co., who being by me duly sworn, did depose and say that he is a managing director of such limited liability company; that the foregoing instrument was executed on behalf of said limited liability company in its capacity as Manager of Deep Rock Water Co. by order of its sole member; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{Seal}

Melissa Richason
Notary Public



Signature Page to Trademark Security Agreement

CHI:1409859.4

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2004.

DEEP ROCK WATER CO.

By: MILE-HI DR I, LLC
its Manager

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: *C. Williams*
Name: Christopher Williams
Title: Managing Director

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as a managing director of Mile-Hi DR I, LLC, the Manager of Deep Rock Water Co., who being by me duly sworn, did depose and say that he is a managing director of such limited liability company; that the foregoing instrument was executed on behalf of said limited liability company in its capacity as Manager of Deep Rock Water Co. by order of its sole member; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{Seal}

Notary Public

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A. Trademark License effective October 1, 1993 between Culligan International Company and Deep Rock/Crystal Drop, pursuant to which the trademark "Culligan" and certain other related registered trademarks and names, signs and commercial symbols which are associated with water and treatment of water are licensed.

B. Bottled Water License Agreement between Ecowater Systems, Inc. and Mile-Hi Deep Rock Water Company dated October 15, 1998, pursuant to which the trademark

"EcoWater", "EcoWater Drinking Water", and logos and designs incorporating the EcoWater name are licensed.

C. Trademark License effective April 19, 1993 between Culligan International Company and Mile-Hi Deep Rock Water Company, pursuant to which the trademark "Culligan" and certain other related registered trademarks and names, signs and commercial symbols which are associated with water and treatment of water are licensed.

MI:1135628.04