

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mountain Valley Spring Company, LLC		02/21/2014	LIMITED LIABILITY COMPANY: ARKANSAS
Mountain Valley Holdings LLC		02/21/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Academy Bank
<b>Street Address:</b>	P.O. Box 26744
<b>City:</b>	Kansas City
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64196
<b>Entity Type:</b>	a division of Armed Forces Bank, N.A.: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4300337	AMERICA'S PREMIUM WATER SINCE 1871
Registration Number:	4300211	MOUNTAIN VALLEY SPRING WATER
Registration Number:	2582435	CLEAR MOUNTAIN NATURAL SPRING WATER
Registration Number:	2306226	WOODLAND
Registration Number:	2054448	MOUNTAIN VALLEY SPRING
Registration Number:	1967953	MOUNTAIN VALLEY
Registration Number:	1712284	CONSIDER THE SOURCE
Registration Number:	0051448	MOUNTAIN VALLEY

**CORRESPONDENCE DATA**

Fax Number: 8169838080  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$215.00 4300337

Phone: 816-983-8000  
Email: pto-kc@huschblackwell.com  
Correspondent Name: Kris Kappel  
Address Line 1: 4801 Main Street, Suite 1000  
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	520053.2
NAME OF SUBMITTER:	Kris Kappel
Signature:	/Kris Kappel/
Date:	02/26/2014

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of February 21, 2014, is made by **MOUNTAIN VALLEY SPRING COMPANY, LLC**, an Arkansas limited liability company, and **MOUNTAIN VALLEY HOLDINGS LLC**, a Delaware limited liability company (together, the "Grantors"), in favor of **ACADEMY BANK**, a division of Armed Forces Bank, N.A. ("Academy"), as the Lender (as defined in the Loan Agreement referred to below).

### WITNESSETH:

**WHEREAS**, pursuant to the Loan and Security Agreement, dated as of February 21, 2014, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors and the Lender, the Lender has agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and to induce the Lender to enter into the Loan Agreement and make extensions of credit to the Grantors under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations contained and set forth in the Loan Agreement hereby mortgage, pledge, and hypothecate to Lender, and grant to Lender, a Lien on and security interest in, all of their right, title and interest in, to and under the following Collateral of the Grantors (the "**Intellectual Property Collateral**"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its Patent Cooperation Treaty ("PCT") patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by the Grantors, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of the Grantors or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of the Grantors; and

(j) 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to the Lender pursuant to the Loan Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the

terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This 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.

Section 6. Governing Law. This 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 Missouri.

[Signature Pages Follow]

In witness whereof, the Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**MOUNTAIN VALLEY SPRING COMPANY,  
LLC;** an Arkansas limited liability company

By: 

Name: Paul Maxwell  
Title: Vice President

**MOUNTAIN VALLEY HOLDINGS LLC,** a  
Delaware limited liability company

By: 

Name: Paul Maxwell  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:  
**ACADEMY BANK,**  
a division of Armed Forces Bank, N.A.

By: \_\_\_\_\_

Name: Brian Bower  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005224 FRAME: 0881

In witness whereof, the Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

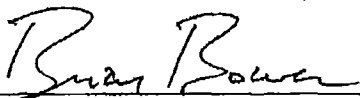
**MOUNTAIN VALLEY SPRING COMPANY,  
LLC, an Arkansas limited liability company**

By: \_\_\_\_\_  
Name: Paul Maxwell  
Title: Vice President

**MOUNTAIN VALLEY HOLDINGS LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_  
Name: Paul Maxwell  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:  
**ACADEMY BANK,**  
a division of Armed Forces Bank, N.A.

By:   
Name: Brian Bower  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Acknowledgment of Grantors**

STATE OF Kansas  
COUNTY OF Johnson ) ss

On this 21<sup>st</sup> day of February, 2014 before me personally appeared Paul Maxwell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mountain Valley Holdings LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said corporation.



Amy Rice  
Notary Public





**Schedule 1**  
**to**  
**Intellectual Property Security Agreement**

Copyrights

Company	Title	Reg. No.	Reg. Date
Mountain Valley Spring Company	The Spring	TX0001845646	04/14/1986

**Schedule 2  
to  
Intellectual Property Security Agreement**

**Trademarks**

1. Clear Mountain Natural Spring Water - Reg No. - 106-643 (Alabama)
2. Arkansas Trademark - Diamond - Reg No. - TM000290094
3. Registered with the USPTO:

	Company	Trademark Name	Status	App/Reg. No.	Country	Class	File/Reg. Date
1	Mountain Valley Spring Company	AMERICA'S PREMIUM WATER SINCE 1871	Registered	4300337	U.S.	32	03/12/2013
2	Mountain Valley Spring Company	MOUNTAIN VALLEY SPRING WATER (and Design)	Registered	4300211	U.S.	32	03/12/2013
3	Mountain Valley Spring Company, LLC	CLEAR MOUNTAIN NATURAL SPRING WATER	Registered	2582435	U.S.	32, 39	06/18/2002
4	Mountain Valley Spring Company, LLC	WOODLAND	Registered	2306226	U.S.	32	01/04/2000
5	Mountain Valley Spring Company, LLC	MOUNTAIN VALLEY SPRING (and Design)	Registered	2054448	U.S.	32	04/22/1997
6	Mountain Valley Spring Company, LLC	MOUNTAIN VALLEY	Registered	1967953	U.S.	32	04/16/1996
7	Mountain Valley Spring Company, LLC	CONSIDER THE SOURCE	Registered	1712284	U.S.	39	09/01/1992
8	Mountain Valley Spring Company, LLC	MOUNTAIN VALLEY (Stylized)	Registered	0051448	U.S.	32	04/17/1906

**Schedule 3**  
**to**  
**Intellectual Property Security Agreement**

**US Patents**

Assignee	Title	Status	Reg. No.	Country/State	Issue Date	Exp. Date
Mountain Valley Spring Co., LLC, d/b/a Veriplas Containers	CONTAINER	Issued	D537348	United States	02/27/2007	02/27/2027

**Schedule 4  
to  
Intellectual Property Security Agreement**

PCT Patents

[None.]

**Schedule 5  
to  
Intellectual Property Security Agreement**

PCT Patent Applications

[None.]

**Schedule 6**  
**to**  
**Intellectual Property Security Agreement**

Non-US Patents and Patent Applications

[None.]