

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DS Services of America, Inc.		02/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	One Water Source, LLC		
Street Address:	211 RR 620 South, Suite 140		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78734		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1527257	NURSERY	
Registration Number:	5994262	SINCE 1948 NURSERY	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2146515066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	40770.2_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	04/01/2022		
Total Attachments: 2			
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NURSERY BRAND TRADEMARK ASSIGNMENT

This **NURSERY BRAND TRADEMARK ASSIGNMENT** (the “**Assignment**”) is made as of the 16th day of February, 2022 (the “**Effective Date**”), by and among **DS SERVICES OF AMERICA, INC.**, a Delaware corporation having an address at 2300 Windy Ridge Parkway, Suite 500N, Atlanta, Georgia 30339 (“**Seller**”), and **ONE WATER SOURCE, LLC**, a Texas limited liability company having an address at 211 RR 620 South, Suite 140, Austin, Texas 78734 (“**Purchaser**”).

WHEREAS, Seller and Purchaser entered into a Trademark Sale, License and Transition Agreement dated as of the Effective Date (the “**Agreement**”); and

WHEREAS, pursuant to the Agreement, Seller agreed to sell to Purchaser certain assets and goodwill related to Seller’s Nursery Brand (as defined in the Agreement), which assets include its rights in and to the trademark NURSERY in word and logo formats, including those trademark registrations listed in attached Exhibit A (collectively, the “**Trademarks**”); and

NOW, THEREFORE, in consideration of the premises and of the agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and pursuant to the terms of the Agreement, the parties hereto agree as follows:

1. **Assignment.** Seller hereby assigns, transfers and conveys to Purchaser as of the Effective Date, all of its right, title and interest in and to the Nursery Brand, including the Trademarks, all goodwill of the business symbolized by the Nursery Brand and the Trademarks, the website associated with the Nursery Brand, and all future use of the Nursery Brand, including the right to sue for past infringement.

2. **Transfer of Files.** Upon the execution of this Assignment, Seller shall initiate delivery to Purchaser all of its files concerning the Trademarks, whether such files are in the possession of Seller or its attorneys or agents.

3. **Additional Rights and Obligations.** Seller and Purchaser acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Agreement and that any and all additional rights and obligations of the parties are expressly provided for therein, that the execution and delivery of this Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Agreement as set forth therein and that this Assignment shall not confer any additional rights to Purchaser or obligations on either party.

4. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective successors and assigns.

DS SERVICES OF AMERICA, INC.

ONE WATER SOURCE, LLC

DocuSigned by:
Thomas Harrington
By: _____
36123EE330A5477...
Tom Harrington, CEO

DocuSigned by:
Dave Evans
By: _____
0EA70910BC04435...
Dave Evans, President and CEO

EXHIBIT A
TRADEMARK LISTING

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date
NURSERY	USA	73/729676	20-May-1988	1527257	28-Feb-1989
SINCE 1948 NURSERY (STYLIZED) 	USA	88362711	29-Mar-2019	5994262	25-Feb-2020
NURSERY	Guatemala	344-2007	04-May-2007	182861	04-May-2012
NURSERY	Nicaragua	2007-01438	26-Apr-2007	0800741LM	11-Apr-2008
NURSERY	Chile	780694	11-Jul-2007	803217	07-Dec-2007
NURSERY	Paraguay	12823	27-Apr-2007	468674	15-Apr-2008
NURSERY	Venezuela	9345-2007	30-Apr-2007	P284667	21-Apr-2008
NURSERY	Canada	1358848	07-Aug-2007	TMA775702	27-Aug-2010
NURSERY	Japan	2007-88068	10-Aug-2007	5117890	14-Mar-2008
NURSERY	Brazil	829286179	08-Aug-2007	829286179	21-Jun-2011
NURSERY	Mexico	883647	20-Sep-2007	1024564	20-Feb-2008
NURSERY	Australia	1191863	08-Aug-2007	1191863	31-Mar-2008
NURSERY	Jamaica	51887	04-Apr-2008	51887	04-Apr-2008
NURSERY	Korea	40-2010- 0008926	18-Feb-2010	40-0867189	02-Jun-2011
NURSERY	Taiwan	99022212	12-May-2010	1442340	01-Dec-2010
NURSERY WATER	European Union	016363764	14-Feb-2017	016363764	11-Dec-2017
NURSERY WATER	United Kingdom	3212729	14-Feb-2017	3212729	12-May-2017
NURSERY WATER	United Kingdom	916363764	13-Feb-2017	916363764	11-Dec-2017
NURSERY (STYLIZED) 	Brazil	824981963	25-Oct-2002	824981863	03-Jul-2007
NURSERY (STYLIZED) 	China	3341669	21-Oct-2002	3341669	21-Mar-2004
NURSERY (STYLIZED) 	European Union	2628451	22-Mar-2002	2628451	30-Aug-2004
NURSERY (STYLIZED) 	United Kingdom	2628451	22-Mar-2002	UK00902628451	30-Aug-2004