

03-26-2001

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3.19.01
Our Ref.: 63428-0021

101647512

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

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

Mocktails, Inc.
an Ohio corporation

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

2. Name and address of receiving party(ies):

Dr Pepper/Seven Up, Inc.
a Delaware corporation

Street Address: 5301 Legacy Drive

City: Plano State: Texas Zip: 75024
Domestic Representative designation attached? Yes No

Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: January 24, 2001
Execution Date: January 24, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,362,291 and 1,362,287

Additional numbers attached: Yes No

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

Name: Keri A. Christ, Esq.
Internal Address: Morgan, Lewis & Bockius LLP
Attn: TMSU

Street Address: 1800 M Street, N.W.
City: Washington State: DC Zip: 20036

6. Total number of applications and trademarks involved: 2

7. Total fee (37 C.F.R §3.41): \$65.00
 Enclosed
 Authorized to be charged to deposit account 13-4520
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520
Attach duplicate of page if paying by deposit account

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.

Margaret A. Delacruz
Name of Person Signing

Signature

March 19, 2001
Date

Total number of pages including cover sheet, attachments and documents: 8

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") dated as of January 24, 2001 (the "Effective Date") by and between Mocktails, Inc., an Ohio corporation ("Assignor"), and Dr Pepper/Seven Up, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated December 20, 2000 by and among Assignee, Slush Puppie Corporation, an Ohio corporation, and Will Radcliff, its sole shareholder (together "SPC") (as the same may be amended, supplemented or modified from time to time, the "Purchase Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement), Assignor wishes to transfer and assign to Assignee, and Assignee wishes to acquire, all of Assignor's rights, title and interest, if any, in and to the trademarks, service marks, logos, designs and Internet domain names and the accompanying trademark applications and registrations therefor shown on the attached Schedule A, together with the goodwill associated therewith and symbolized thereby, and any rights Assignor may have acquired thereto by use, assignment or otherwise (together, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor does hereby quitclaim to Assignee any and all rights, title, and interest that Assignor may have in and to the Trademarks throughout the world. Assignor further assigns to Assignee any and all causes of action arising under the Trademarks assigned hereunder that may have arisen prior to the Effective Date. Assignor further assigns to Assignee all income, royalties or payment due or payable with respect to the Trademarks, including without limitation all damages by reason of past, present or future infringement of the Trademarks, together with the right to sue for any past, present and future infringement of the Trademarks throughout the world.

2. Assignor agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable to establish, document, perfect, protect, assign or maintain any rights to the Trademarks, or that may be required under federal or state law, to perfect, protect, assign or maintain Assignee's ownership of the rights to the Trademarks. Assignor will not attempt to register or assert any rights, title or interest in or to the Trademarks in the United States or any foreign country. Assignor hereby appoints Bruce Futterer, Esq. (or his successor) as its attorney-in-fact with a limited power of attorney to execute all documents deemed necessary in the sole opinion of the Assignee to establish, document, perfect, protect, assign or maintain the Trademarks, if Assignor fails to do so within two (2) business days of a written request by an officer of Assignee. This limited power of attorney is a power coupled with an interest and is irrevocable.

3. Assignor does not make any representation or warranty to Assignee with respect to the Trademarks, other than Assignor's ownership of the subsisting trademark registrations shown on the attached Schedule A. Assignor covenants that it will not in any way challenge Assignee's ownership or the validity of the Trademarks.

4. This Assignment, together with the Asset Purchase Agreement between SPC and Assignee, contain the complete and exclusive understanding between the parties relating to its subject matter and supersedes any other agreements between them relating to its subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer effective as of the date first written above.

MOCKTAILS, INC.

By: _____

Name: *Will Kadeliff*

Title: *President*

Accepted

DR PEPPER/SEVEN UP, INC.

By: _____

Name:

Title:

[Signature Page to Mocktails Trademark Assignment]

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

On this 18th day of January, 201, there appeared before me
Will Knodoff, who produced identification or who is personally known to me, who
acknowledged that (s)he signed the foregoing Trademark Assignment Agreement as a
voluntary act and deed on behalf and with full authority of Mocktails, Inc.



MARK J. JAHNKE, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission has no expiration
date. Section 147.03 O.R.C.

[Signature]
Notary Public
My Commission Expires:

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, there appeared before me
_____, who produced identification or who is personally known to me, who
acknowledged that (s)he signed the foregoing Trademark Assignment Agreement as a
voluntary act and deed on behalf and with full authority of Dr Pepper/Seven Up, Inc.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer effective as of the date first written above.

MOCKTAILS, INC.

By: _____
Name:
Title:

Accepted

DR PEPPER/SEVEN UP, INC.

By: David M. Miller
Name: David M. Miller
Title: Chief Financial Officer

[Signature Page to Mocktails Trademark Assignment]

STATE OF _____)
) SS:
COUNTY OF _____)

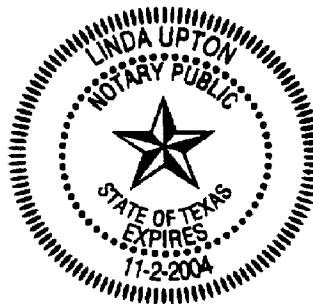
On this ____ day of _____, there appeared before me _____, who produced identification or who is personally known to me, who acknowledged that (s)he signed the foregoing Trademark Assignment Agreement as a voluntary act and deed on behalf and with full authority of Mocktails, Inc.

Notary Public
My Commission Expires:

STATE OF TEXAS)
) SS:
COUNTY OF COLLIN)

On this 24th day of January, 2001, there appeared before me David M. Miller, C.F.O., who produced identification or who is personally known to me, who acknowledged that (s)he signed the foregoing Trademark Assignment Agreement as a voluntary act and deed on behalf and with full authority of Dr Pepper/Seven Up, Inc.

Linda Upton
Notary Public
My Commission Expires:



SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
MOCKTAILS	1,362,291
MAUI MOCKTAILS	1,362,287