

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zemper International S.A.		03/18/2004	CORPORATION: BAHAMAS

RECEIVING PARTY DATA	
Name:	Ultra Premium Brands Limited
Street Address:	101 North Thirteenth Street
Internal Address:	Seckloe House
City:	Milton Keynes, Buckinghamshire
State/Country:	UNITED KINGDOM
Postal Code:	MK9 3NX
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	78162667	RED DEVIL
Registration Number:	2796082	BODY SLAM
Registration Number:	1906744	RED DEVIL
Registration Number:	2304452	RED DEVIL
Registration Number:	2254071	RED DEVIL
Registration Number:	2838372	RED DEVIL BODY SLAM

CORRESPONDENCE DATA	
Fax Number:	(626)577-8800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(626) 795-9900
Email:	pto@cph.com
Correspondent Name:	Michael J. MacDermott
Address Line 1:	P.O. Box 7068
Address Line 4:	Pasadena, CALIFORNIA 91109-7068

DOMESTIC REPRESENTATIVE

CH \$165.00 78162667

Name: Michael J. MacDermott
Address Line 1: P.O. Box 7068
Address Line 4: Pasadena, CALIFORNIA 91109-7068

NAME OF SUBMITTER:

Michael J. MacDermott

Total Attachments: 13

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DATED

18

March 2004

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

emw law
3/6/04

(1) ZEMPER INTERNATIONAL SA

and

(2) ULTRA PREMIUM BRANDS LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY

emw^{law}

Seckloe House
101 North 13th Street
Milton Keynes
MK9 3NX
www.emwlaw.com

TRADEMARK

REF: 002922 FRAME: 0165

THIS ASSIGNMENT is dated 18 March 2004

PARTIES

- (1) ZEMPER INTERNATIONAL SA incorporated and registered in the Bahamas of Saffrey Square, Suite 205, Bank Lane, PO Box N-8188, Nassau, Bahamas (**Assignor**), and
- (2) ULTRA PREMIUM BRANDS LIMITED incorporated and registered in England with company number 4838788 whose registered office is at Seckloe House, 101 North Thirteenth Street, Milton Keynes, Buckinghamshire, MK9 3NX (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the registered trade marks, the trade marks which are the subject of applications for registration and the legal owner (but not yet registered owner) of trade marks in the countries listed in the attached Schedule.
- (B) The Assignor is the owner of all intellectual property rights in the energy drinks (both alcoholic and non-alcoholic) known as Red Devil, Body Slam and other Red Devil alcoholic and non-alcoholic drinks.
- (C) The Assignor has agreed to assign all its right, title and interest in and to the Trade Marks and other intellectual property to the Assignee for the consideration mentioned below.

AGREED TERMS

1. DEFINITIONS

- 1.1 In this Assignment the following terms shall have the following meanings:
"Intellectual Property" shall mean the Trade Marks and the intellectual property rights comprised in or relating in any way to the Products anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs, copyright, design rights, database and website and

domain name rights, trade secrets, know-how, business names, trade names, brand names, and all other legal rights anywhere in the world (including applications for any of the same) protecting such intangible property.

"Products" shall mean the non-alcoholic energy drinks known as Red Devil and Body Slam, the alcoholic energy drinks known as Red Devil and the nutraceutical blends of ingredients used in the manufacture of such energy drinks.

"Trade Marks" shall mean the trade marks specified in the Schedule.

1.2 The headings are inserted for convenience only and shall not affect the construction of this Assignment.

1.3 The Schedule shall form part of and shall be read together with this Assignment.

2. ASSIGNMENT

2.1 In consideration of the sum of ONE POUND (£1.00) now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS with full title guarantee to the Assignee absolutely

2.1.1 the Intellectual Property and the full and exclusive benefit thereof;

2.1.2 any common law rights and all the goodwill attaching to the Trade Marks;

2.1.3 the right to apply for, prosecute and obtain patents, trade marks or other similar protection throughout the world in respect of the Products or any such improvement relating thereto, such that the grant of any patents, trade mark or similar protection shall be in the name of and vest in the Assignee;

2.1.4 any confidentiality undertakings given to the Assignor by any third party in respect of the disclosure to such third party of information relating to the Products insofar as the same is capable of being assigned or if not capable of being assigned the Assignor agrees to hold the benefit of the same for the account of the Assignee absolutely and exclusively;

2.1.5 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Intellectual Property whether committed before or after the date of this Assignment.

3. **FUTURE ASSISTANCE**

3.1 The Assignor covenants that, at the request of the Assignee, it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable to:

3.1.1 give reasonable assistance to the Assignee in all relevant territories in securing the vesting in the Assignee of all rights assigned to the Assignee hereunder;

3.1.2 give reasonable assistance to the Assignee in applying for and obtaining a grant of registered intellectual property rights in the name of the Assignee in respect of the Products or any improvement in relation thereto in any part of the world;

3.1.3 give reasonable assistance in the resolution of any question concerning the application for registration of intellectual property rights or similar protection;

3.1.4 give reasonable assistance to the Assignee in defending any action or refute any claim that the Products or any subsequent improvement in relation thereto or any of the Intellectual Property infringes the intellectual property rights of a third party;

3.1.5 give reasonable assistance to the Assignee in perfecting title to the Intellectual Property improvements relating thereto;

3.1.6 give reasonable assistance to the Assignee in taking action against any third party misusing, usurping or infringing the Intellectual Property or improvements relating thereto;

3.1.7 give reasonable assistance to the Assignee in enforcing any confidentiality or similar undertakings given to the Assignor in respect of the Products and the Intellectual Property by any third party for the benefit of the Assignee.

3.2 Such acts referred to in clause 3.1 above shall include, without limitation and without prejudice to their generality, executing further assignments in respect of the Intellectual Property and any improvements relating thereto in any territory the Assignee may indicate.

3.3 If the Assignor is required to co-operate and assist the Assignee in accordance with clause 3.1 above, the Assignee shall pay to the Assignor such reasonable costs and

expenses as the circumstances require unless such acts are necessary to use, secure, prove, verify or exploit any of the Intellectual Property.

4. APPLICABLE LAW

4.1 This Assignment shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

This Assignment has been entered into on the date stated at the beginning of this Assignment.

SCHEDULE

REGISTERED TRADE MARKS

Mark	Country	Registration Number	Class	Registration Date
Red Devil & Device	Germany	30224356.9/25	25	04 0902002
Red Devil & Device	Indonesia	440365	32	15 06 1998
Red Devil & Device	Israel	150584	32	06 07 2001
Red Devil & Device	Japan	4665313	32	25 04 2003
Red Devil & Device	Malaysia	2001-07261	32	13 06 2001
Red Devil & Device	New Zealand	602611	16	09 11 1999
Red Devil & Device	New Zealand	602612	25	09 11 1999
Red Devil & Device	New Zealand	602613	32	09 11 1999
Red Devil & Device	South Africa	98/09737	32	08 06 1998
Red Devil & Device	USA	2254071	32	15 06 1999
Red Devil Device	China	1779098	32	28 05 2002
Red Devil Device	South Korea	502971	16,25, 32 & 33	05 10 2001
Red Devil	France	96621518	16,25 & 32	17 04 1996
Red Devil	Germany	39520253	32	21 12 1995
Red Devil	New Zealand	602608	16	09 11 1999
Red Devil	New Zealand	602609	25	09 11 1999
Red Devil	New Zealand	602610	32	09 11 1999
Red Devil	USA	2304452	32	28 12 1999
Red Devil	USA	1906744	33	18 07 1995
Red Devil & Device	Canada	568137		27 09 2002
Red Devil & Device	France	96623502	16,25 & 32	30 04 1996
Red Devil	USA	1906744	33	18 07 1995
Red Devil	USA	2304452	32	28 12 1999
Red Devil	USA	2254071	32	15 06 1999

TRADE MARK APPLICATIONS

Mark	Country	Application Number	Class	Application Date
Body Slam	European Union	002699023	5,16,25,32,33	16 05 2002
Red Devil	Austria	T2210/4/AUS	16,25,32	
Red Devil	Denmark	T2210/4/DEN	16,25,32	
Red Devil	European Union	000345348	16,25,32	30 07 1996
Red Devil	Finland	T2210/4/FIN	16,25,32	
Red Devil	Greece	T2210/4/GRE	16,25,32	
Red Devil	Italy	T2210/4/IT	16,25,32	
Red Devil	Portugal	T2210/4/POR	16,25,32	
Red Devil & Device	Austria	T2210/3/AUS	16,32	
Red Devil	China	3483493	32	12 03 2003
Red Devil	Denmark	T2210/3/DEN	16,32	
Red Devil & Device	Finland	T2210/3/FIN	16,32	
Red Devil & Device	Germany	T2210/3/GER	16,32	
Red Devil & Device	Greece	T2210/3/GRE	16,32	
Red Devil & Device	Hong Kong	03734/2003	32	13 03 2003
Red Devil & Device	India	1084148	32	01 03 2002
Red Devil & Device	Italy	T2210/3/IT	16,32	
Red Devil & Device	Portugal	T2210/3/PORT	16,32	
Red Devil & Device	Sweden	T2210/3/SWE	16,32	
Red Devil	USA	78/162667	33	10 09 2002

Red Devil Body Slam	USA	78/109213	32	15 02 2002
Body Slam	USA	78/109214	32	

TRADE MARKS OWNED BY THE ASSIGNOR BUT REGISTERED IN THE NAMES OF THIRD PARTIES

MARK	COUNTRY	REGISTRATION /APPLICATION NUMBER	CLASS	REGISTERED PROPRIETOR	DATE OF ASSIGNMENT TO ZEMPER INTERNATIONAL SA
Red Devil & Device	Peru	85492	32	Alvaro Saldarriaga Restrepo	24.09.2002
Red Devil & Device	Peru	85044	33	Alvaro Saldarriaga Restrepo	24.09.2002
Red Devil	Colombia	02.026.414	32	Alvaro Saldarriaga Restrepo	24.09.2002
Red Devil	Colombia	02.026.418	33	Alvaro Saldarriaga Restrepo	24.09.2002
Red Devil & Device	International	681707	32	Red Devil International BV	13.04.1999
Red Devil	International	681705	32	Red Devil International BV	13.04.1999

Red Devil Body Slam & Device	USA	78/109213	32	Red Devil International SA	
Red Devil & Device	Australia	813088	16,25,32	Red Devil International SA	
Red Devil	Australia	813087	16,25,32	Red Devil International SA	
Body Slam	USA	78/109214	32	Red Devil International SA	
Red Devil & Device	Portugal	25	364580	Red Devil Drinks Limited	03.12.2003
Red Devil & Device	Mexico	636283	16	Red Devil Drinks Limited	
Red Devil & Device	Mexico	632960	25	Red Devil Drinks Limited	
Red Devil & Device	Mexico	532244	32	Red Devil Drinks Limited	

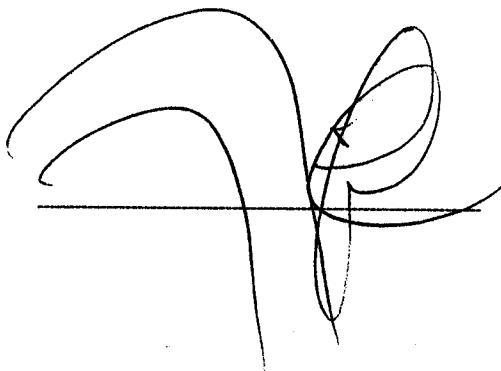
Red Devil & Device	Greece	204	25	Red Devil Drinks Limited	
Red Devil & Device	Denmark	VR200303664	25	Red Devil Drinks Limited	03.12.2003
Red Devil & Device	Brazil	819243663	35.10/20	Red Devil Drinks Limited	
Red Devil & Device	Brazil	819243680	25.10/20/30	Red Devil Drinks Limited	
Red Devil & Device	Austria	207780	25	Red Devil Drinks Limited	
Red Devil	Mexico	573134	16	Red Devil Drinks Limited	
Red Devil	Mexico	573133	25	Red Devil Drinks Limited	
Red Devil	Mexico	573132	32	Red Devil Drinks Limited	

TRADEMARK

REF: 002922 FRAME: 0175

Red Devil	Brazil	819220060	35.10/20	Red Devil Drinks Limited	
Red Devil	Brazil	819220043	25.10	Red Devil Drinks Limited	
Red Devil & Device	Italy	RM2002C005 837	25	Red Devil Drinks Limited	

Signed by THOMAS LINES by and
on behalf of ZEMPER
INTERNATIONAL SA

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

Signed by ARI KOIVULA by and on
behalf of ULTRA PREMIUM
BRANDS LIMITED

A smaller, more compact handwritten signature in black ink, with a long horizontal stroke at the bottom.

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