

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Sovereign Brands, LLC		11/01/2004	LTD LIAB JT ST CO: ILLINOIS

RECEIVING PARTY DATA	
Name:	Koan Inc.
Street Address:	1566 Bowers Street
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78463241	GO AGAINST THE GRAIN

CORRESPONDENCE DATA	
Fax Number:	(248)292-2910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(248) 292-2920
Email:	jeff@patentco.com
Correspondent Name:	Jeffrey P. Thennisch
Address Line 1:	29 West Lawrence Street
Address Line 2:	Suite 210
Address Line 4:	Pontiac, MICHIGAN 48342

ATTORNEY DOCKET NUMBER:	1245-001
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NAME OF SUBMITTER:	Jeffrey P. Thennisch
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Total Attachments: 3 source=00000001#page1.tif source=00000002#page1.tif source=00000003#page1.tif
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OP \$40.00 78463241

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is between SOVEREIGN BRANDS, LLC ("SOVEREIGN BRANDS" or "ASSIGNOR"), an Illinois limited liability company which conducts business under the assumed name, 3 Vodka, and maintains a place of business at 400 North Noble Avenue, Suite 101 in Chicago, Illinois 60623 and Koan Inc. ("KOAN" or "ASSIGNEE"), a Michigan corporation having a place of business at 1566 Bowers Street, Birmingham, Michigan 48009.

WHEREAS, ASSIGNOR is the sole owner of all right, title and interest in and to the Marks (as defined below), and the goodwill symbolized thereby; and

WHEREAS, ASSIGNOR wishes to assign, and ASSIGNEE wishes to acquire, all right, title and interest in and to the Marks.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

1. ASSIGNMENT

In exchange for good and valuable consideration acknowledged by the parties and the further amount of One Dollar (\$1.00), as may be required in some legal jurisdictions to recognize this document, SOVEREIGN BRANDS hereby sells, assigns and transfers to KOAN all right, title and interest, in the United States and throughout the World, in and to the marks identified in the attached Schedule A (the "Marks"), and the good will of the business symbolized by the Marks, along with any registrations or pending applications to register any of the Marks, including pending U.S. Application Serial No. 78/463,241 for GO AGAINST THE GRAIN. Without limiting the generality of the foregoing, ASSIGNOR further sells, assigns and transfers to ASSIGNEE all right, title and interest to sue and recover for past infringements by any third parties of the Marks.

2. EXPENSES AND MAINTENANCE

Respecting the Marks, ASSIGNEE shall not be responsible for any costs, expenses or necessary maintenance prior to the date of execution of this Agreement, and ASSIGNOR shall not be responsible for any such costs, expenses or necessary maintenance incurred after the date of execution of this Agreement. ASSIGNEE shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction.

3. ASSISTANCE AND EXECUTION OF FURTHER DOCUMENTS

ASSIGNOR agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, and to perform such other

lawful acts as ASSIGNEE may reasonably require to fully secure and/or evidence the rights or interests herein or which is necessary to protect or enforce the Marks.

4. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the ASSIGNEE.

5. SEVERABILITY

If any part of this Agreement is held void, the remaining parts will not be affected.

6. WAIVER

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

7. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Michigan without regard to the choice of law rules thereof.

8. COMPLETE AGREEMENT

This Agreement, together with the Consent Judgment and Settlement Agreement, contains the entire understanding between the parties in respect to its subject matter. This Agreement, together with the Consent Judgment and Settlement Agreement, supersedes all previous agreements, oral or written, between the parties with respect to its subject matter. To the extent there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Consent Judgment, the Consent Judgment shall control.

9. MODIFICATIONS

This Agreement may be changed only by written amendment signed by both parties.

SOVEREIGN BRANDS, LLC

By: *Brian E. Berish*
Name: *Brian E. Berish*
Title: *Managing Partner*
Date: *11/1/04*

KOAN

By: *Marc G. Berish*
Name: *MARC G. BERISH*
Title: *CEO*
Date: *11/1/04*

TRADEMARK ASSIGNMENT -- SCHEDULE A

U.S. Application Serial No. 78/463,241 for GO AGAINST THE GRAIN as well as any common law trademark and service mark rights Sovereign Brands may have in the following:

GO AGAINST THE GRAIN