

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
McKenzie River Partners		12/31/2002	PARTNERSHIP: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	McKenzie River Corporation
<b>Street Address:</b>	111 W. Ocean Blvd.
<b>Internal Address:</b>	Suite 30
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2468630	BRACE YOURSELF
Registration Number:	2438469	
Registration Number:	2438471	
Registration Number:	2438472	
Registration Number:	2438470	
Registration Number:	2438474	
Registration Number:	2126578	FAT BOY
Registration Number:	2145022	THE HARD SOFT DRINK

**CORRESPONDENCE DATA**

Fax Number: (916)329-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6507471552  
 Email: lpartmann@orrick.com  
 Correspondent Name: Thomas H. Zellerbach

**CH \$215.00 2468630**

Address Line 1: 111 W. Ocean Blvd.  
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:	Thomas H. Zellerbach
Signature:	/Thomas H. Zellerbach/
Date:	04/12/2005

Total Attachments: 4  
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## DISSOLUTION AGREEMENT

THIS DISSOLUTION AGREEMENT (this "Agreement") is entered into as of December 31, 2002 (the "Effective Date"), by and among McKenzie River Partners, a California general partnership ("Partners"), McKenzie River Corporation, a California corporation ("Company") and McKenzie River LLC, a Delaware limited liability company ("MRLLC").

### RECITALS

A. Partners was formed in 1993 for the purpose of acquiring rights to and developing existing and new brands of beer, non-alcoholic juice products and other beverages, and to sell, distribute or license such brands. The business of Partners is governed by the terms and provisions of that certain Partnership Agreement, entered into as of May 10, 1993 (the "Partnership Agreement").

B. Company holds a 99% ownership interest in Partners and MRLLC holds a 1% ownership interest in Partners (each an "Interest").

C. Pursuant to the terms of the Partnership Agreement, MRLLC desires to sell its Interest to Company, and Company desires to purchase MRLLC's Interest and dissolve Partners and assume all of Partner's rights and obligations.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and the respective agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Transfer of Interest.** MRLLC agrees to transfer and sell its Interest to Company, and Company agrees to purchase MRLLC's Interest, as of the Effective Date, at a purchase price of Twenty Seven Thousand Twenty Nine dollars (\$27,029.00).

2. **Assignment.** As of the Effective Date, Partners does hereby convey, assign and transfer to Company all of the rights, interests and obligations of Partners, including, but not limited to:

(a) all real property and leases of and other interests in real property, in each case together with all buildings, fixtures and improvements thereon;

(b) all tangible personal property and leases of and other interests in tangible personal property used by Partners;

(c) all raw materials, work-in-process, finished goods, supplies and other inventories of Partners;

(d) all rights under contracts, agreements, leases and other interests in real and personal property, licenses, commitments, sales and purchase orders and other instruments;

- (e) all accounts receivable, notes receivable and other receivables;
- (f) all prepaid expenses relating to the operation of Partners including, but not limited to taxes, leases and rentals;
- (g) all of Partners' rights, claims, credits, causes of action or rights of set-off against third parties relating to the assets of Partners (the "Assets"), including, without limitation, unliquidated rights under warranties;
- (h) all copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents, patent applications, trade names, trademarks, service marks, product information and data, know-how and development work-in-progress, customer lists, software, business and marketing plans and other intellectual or intangible property embodied in or pertaining to the Assets, whether pending, applied for or issued, whether filed in the United States or in other countries, together with all associated goodwill;
- (i) all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Partners or any of its employees or agents that are embodied in, derived from or relate to the business of Partners (the "Business"), in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Business;
- (j) any and all design and code documentation, methodologies, processes, trade secrets, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and notes, development work-in-process, and other proprietary information and materials of any kind relating to, used in, or derived from the Assets;
- (k) all permits, authorizations, consents and approvals of any governmental entity affecting or relating in any way to the Business;
- (l) all books, records files and papers, whether in hard copy or electronic format, used in the Business, including without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present, former and prospective suppliers or customers, personnel and employment records, and any information relating to taxes imposed on the Business;
- (m) all computer software programs, data and associated licenses used in connection with the Business; and
- (n) all goodwill associated with the Business or the Assets, together with the right to represent to third parties that Company is the successor to the Business.

3. **Acceptance and Assumption.** Company hereby accepts and acquires from Partners the assignment set forth in Section 2 above and hereby covenants and agrees to faithfully fulfill and assume all of the obligations of Partners from and after the Effective Date.

4. **Dissolution of Partnership.** As of the Effective Date, Company, as the holder of all of the Interests of Partners, hereby agrees to terminate the Partnership (as the term is defined in the Partnership Agreement), pursuant to the terms and conditions set forth in Section VIII of the Partnership Agreement.

5. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any other person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

6. **Miscellaneous.**

(a) **Amendment.** This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.

(b) **Waiver.** Neither the failure nor any delay by any party hereto in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

(c) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to principles of conflicts of law thereof.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**PARTNERS:**

**MCKENZIE RIVER PARTNERS**

By: J. M. W. \_\_\_\_\_  
Minott Wessinger, General Partner

Address: 1160 Battery St., Ste. 30  
San Francisco, CA 94111

**COMPANY:**

**MCKENZIE RIVER CORPORATION**

By: J. M. W. \_\_\_\_\_  
Minott Wessinger, President

Address: 1160 Battery St., Ste. 30  
San Francisco, CA 94111

**MRLLC:**

**MCKENZIE RIVER LLC**

By: J. M. W. \_\_\_\_\_  
Minott Wessinger, Manager