

★ Note: Another form was mailed to you on March 31st. Please disregard that form.

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Schaff-Brau Rudolf Schaff GmbH & Co. KG,
(now Altmuhlthaler-Mineralbrunnen GmbH)

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Germany

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Booster Juice Limited Partnership
 Internal _____
 Address: _____
 Street Address: 131 North State Street, Suite D
 City: Lake Oswego
 State: OR
 Country: USA Zip: 97034

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Oregon, USA
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 14, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,118,649 - principal register

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Booster word mark

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

Name: Benjamin D. Knaupp, Esq.
 Internal Address: _____
 Street Address: 4900 SW Griffith Dr.
 City: Beaverton
 State: Oregon Zip: 97005
 Phone Number: (503) 626-7071
 Fax Number: (503) 626-7950
 Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5832
 Expiration Date 04/2007
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Benjamin D. Knaupp
Signature

4-29-05
Date

Benjamin D. Knaupp, Attorney for the Assignee
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2118649

Contract of Purchase, Transfer and License

This contract is being entered on 14/3/05

between and through

Schäff-Bräu Rudolf Schäff GmbH & Co. KG
now: Altmühlthaler-Mineralbrunnen GmbH
a German Company with headquarters in
D – 97157 Treuchtlingen, Bahnhofstraße 48, Germany
(hereafter seller)

and

Booster Juice Limited Partnership
an Oregon limited partnership, with headquarters at
131 North State Street, Suite D
Lake Oswego, Oregon, USA
Successor in interest to A.W. Holdings Inc.,
a Nevada corporation
(hereafter buyer)

Preamble

The company Altmühlthaler Mineralbrunnen GmbH, hereafter seller, is legal successor of the company Schäff-Bräu Rudolf Schäff GmbH & Co. KG, which in pursuance of §§ 190 ff, 214ff UmwG has been changed into a GmbH (a German private limited company), whereby ist general partner, the company Schäff Verwaltungsgesellschaft GmbH through admittance pursuant to §§ 2 ff, 45 ff UmwG was merged with the company. Details are borne out in the extract from the attached copy from the commercial register HRB 3513 of the AG Ansbach (Ansbach local court).

Mindful

- that the seller, the company Altmühlthaler Mineralbrunnen GmbH, is the legal successor to the company Schäff-Bräu Rudolf Schäff GmbH & Co. KG;
- that the seller is the owner of the trademark Booster (enclosure 2) for the use in connection with alcohol-free beverages including fruit and vegetable juices (health food drinks),
- that the seller had granted the buyer for the time frame 01.01.2001 until 12.31.2004 the exclusive rights to use the trademark Booster for freshly produced fruit and vegetable drinks,

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- that the seller declared willingness to sell and transfer to buyer the ownership of the trademark Booster, insofar as buyer grants free of charge in return a license for the use of the Booster trademark for energy drinks,

in compliance with the here listed obligations and clauses the parties agree for a commensurate consideration:

§ 1

The seller sells and transfers herewith the rights of ownership to the Booster trademark to the buyer.

§ 2

The seller allows the registration of this agreement as proof of legal transfer in the U.S. Patent and Trademark office and trademark registry, to be executed by the buyer at buyer's own expense.

§ 3

The buyer is bound to remit to seller US \$15.000,00 for the sale by wire transfer within 5 days of the mutual execution of this agreement by facsimile transmitted signatures (to be followed by original signatures).

§ 4

The buyer grants seller exclusive, free of charge, as regards time unlimited and non-cancellable license for the use of the Booster trademark for energy-drinks of the same kind currently marketed by seller (such as Flying Horse).

The seller has the right to transfer this right to third parties or to grant sub-licenses to third parties.

§ 5

This contract benefits the parties, their legal successors and assignees.

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§ 6

In the event a court should determine a provision of this contract ineffective, then such determination shall not touch the other provisions of this contract. Those remain in force and are effective.

In case of ineffectiveness of one or more provisions of this contract, the parties will agree upon a substitute provision legally binding and closest to the ineffective provision.

§ 7

This contract contains the complete agreement between the parties regarding the content of the contract and all preceding suggestions, discussions or written communications pertaining to this contract are hereby rescinded. The provisions of this contract are binding and benefit the parties and their successors, heirs and legal successors.

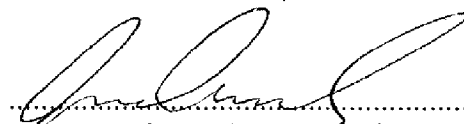
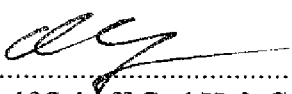
§ 8

This contract acquires validity as soon as it is signed by both parties and the buyer has remitted the consideration stated in § 3 of this agreement.

Agreed upon and undersigned on the above date through their legal representatives the two contractual parties or their representatives, the below designated:

Treuchtlingen, the 29/1/05

Lake Oswego, the 14/March/05



.....
Schäff-Bräu Rudolf Schäff GmbH & Co. KG
now Altmühlthaler Mineralbrunnen GmbH
Represented by its managing director, Michael Schäff

.....
Booster Juice Ltd. Partnership
successor to AW Holdings, Inc.
Represented by its President, Jon Amack

ANLAGE 1

Handelsregister B des Amtsgerichts Ansbach	Abteilung B Wiedergabe des aktuellen Registerinhalts Abruf vom 8.1.2003 11:22	Nummer der Firma: HRB 3513
-Ausdruck-	Seite 1 von 2	
Letzte Eintragung: 13.12.2002 - Abruf: 08.01.2003 11:22		

1. Anzahl der bisherigen Eintragungen:

2

2. a) Firma:

Altmühltaler Mineralbrunnen GmbH

b) Sitz:

Treuchtlingen

c) Gegenstand des Unternehmens:

Die Herstellung und der Vertrieb von alkoholischen Getränken, von alkoholfreien Getränken und von Nebenprodukten sowie der Handel mit verwandten Erzeugnissen und der Betrieb einer Bierbrauerei.

3. Grund- oder Stammkapital:

25.000,00 EUR

4. a) Allgemeine Vertretungsregelung:

Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten.

b) Vertretungsberechtigte und besondere Vertretungsbefugnis:

Einzelvertretungsberechtigt; mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen:

Geschäftsführer: Kutschera, Günter, Treuchtlingen, *11.09.1960

Geschäftsführer: Schäff, Michael, Baruth/Mark, *21.04.1967

5. Prokura:

Einzelprokura:

Rieß, Paul, Wünsdorf/Neuhof, *29.06.1953

Gesamtprokura gemeinsam mit einem Geschäftsführer oder einem anderen Prokuristen:

Göring, Ronald, Roth, Treuchtlingen, *05.10.1954

Dr. Halbritter, Günther, Roth, *24.08.1964

Koch, Robert, Weißenburg i. Bay., *02.07.1967

Stockinger, Stefan, München, *12.09.1963

6. a) Gesellschaftsvertrag / Satzung:

Gesellschaft mit beschränkter Haftung

Gesellschaftsvertrag vom 07.03.2002

Zuletzt geändert durch Beschluss vom 27.11.2002

Handelsregister B des Amtsgerichts Ansbach	Abteilung B Wiedergabe des aktuellen Registerinhalts Abruf vom 8.1.2003 11:22	Nummer der Firma: HRB 3513
-Ausdruck-	Seite 2 von 2	
Letzte Eintragung: 13.12.2002 - Abruf: 08.01.2003 11:22		

b) Sonstige Rechtsverhältnisse:

Die Gesellschaft ist dadurch entstanden, dass sich die "Schäff-Bräu GmbH & Co. KG" gemäß §§ 190 ff, 214 ff UmwG in eine GmbH umgewandelt hat.

Die "Schäff Verwaltungsgesellschaft mbH" mit dem Sitz in Treuchtlingen (HRB 2279) - übertragende Gesellschaft - ist aufgrund des Verschmelzungsvertrages vom 7. März 2002 mit Nachtrag vom 6. Juni 2002 und der Beschlüsse der Gesellschafterversammlungen der beteiligten Rechtsträger vom 7. März 2002 und 6. Juni 2002 durch Aufnahme gemäß §§ 2 ff, 46 ff UmwG mit der Gesellschaft verschmolzen.

Die Gesellschaft hat am 7. März 2002 mit der Brandenburger Urstromquelle GmbH & Co. KG, Sitz Baruth/Mark (AG Potsdam, HRA 1339), als herrschender Gesellschaft einen Beherrschungs- und Ergebnisabführungsvertrag geschlossen.

Die Gesellschafterversammlung hat mit Beschlüssen vom 7. März 2002 und 06. Juni 2002 zugestimmt.

7. a) Tag der letzten Eintragung:

13.12.2002

b) Bemerkungen:

ANLAGE NR. 2

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bruce Lehman

Commissioner of Patents and Trademarks

TRADEMARK
REEL: 003115 FRAME: 0205

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks. *UNLESS, before the end of the sixth year following the date of registration shown on this certificate,* the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time. Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years. *UNLESS, before the end of the tenth year following the date of registration shown on this certificate,* the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time. Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

Int. Cl.: 32

Prior U.S. Cls.: 45, 46 and 48

Reg. No. 2,118,649

United States Patent and Trademark Office

Registered Dec. 9, 1997

**TRADEMARK
PRINCIPAL REGISTER**

BOOSTER

**SCHAFF-BRAU RUDOLF SCHAFF, TREUCHT-
LINGEN (FED REP GERMANY CORPORA-
TION)**

**BAHNHOFSTRASSE 48
91757 TREUCHTLINGEN, FED REP GERMANY**

**FOR: ALCOHOL-FREE BEVERAGES,
NAMELY FRUIT JUICE AND VEGETABLE
JUICE, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).**

**OWNER OF FED REP GERMANY REG. NO.
2016875, DATED 7-9-1992, EXPIRES 7-31-2001.**

SER. NO. 74-571,351, FILED 9-9-1994.

**ANGELA BISHOP WILSON, EXAMINING AT-
TORNEY**