

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.L. Vodka, LLC DBA Johnny Love's Vodka		07/13/2005	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	J.L. Beverage Company		
Street Address:	20 CERCHIO CENTRALE		
City:	HENDERSON		
State/Country:	NEVADA		
Postal Code:	89011		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78397341	JOHNNY LOVE VODKA	
Serial Number:	78663966	LOVE VODKA	
CORRESPONDENCE DATA			
Fax Number:	(818)592-4041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818-592-4037		
Email:	jalumit@patelalumit.com		
Correspondent Name:	John Alumit		
Address Line 1:	20121 Ventura Blvd., Suite 302		
Address Line 4:	Woodland Hills, CALIFORNIA 91364		
NAME OF SUBMITTER:	John Alumit		
Signature:	/john alumit/		
Date:	08/10/2005		

OP \$65.00 78397341

Total Attachments: 2

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into as of July 13, 2005, by and between **J.L. VODKA**, a California limited liability company ("Seller"), and **JL Beverage Company**, a Nevada Limited Liability Company ("JL Beverage"), and assigns (collectively "Purchaser"). John Steven Metheny is a party to this Agreement with respect to Section 1.1(c) which requires him to execute a form of Co-licensing Agreement prior to and in connection with the Closing of this transaction and Elliot B. Stern with respect to Section 2.3 which obligates him to release his and all additional security interest in the assets.

WITNESSETH:

WHEREAS Seller is engaged in the business of the manufacture and distribution of a brand of flavored vodka (the "**Brand**"); and

WHEREAS Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets of Seller relating to the manufacture and distribution of the Brand, on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto agree as follows:

ARTICLE 1

1.1. Purchase and Sale of Assets. Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, all of the physical assets of Seller and all of Seller's intellectual property including, but not limited to, the following property (the "**Assets**");

(a) All physical property of the Company possessed by the Company on the Closing Date including any and all bottles, labels, Capsules for 750mls, Bar Top Closures, Outer Cartons for 750mls, Labeled Bottles, letterhead, promotional material, advertising brochures and posters. Purchaser acknowledges that Seller shall continue the business of Seller until the Closing and the quantities of the physical assets are expected to change depending on Seller's activities prior to the Close. Seller agrees that until the Closing Date or this Agreement is otherwise terminated that it shall not transfer or otherwise dispose of any physical property after the date of this Agreement other than in the normal course of business.

(b) All intellectual property of the Company owned by the Company as of the date of this Agreement including the Federal Basic Permit to sell Johnny Love, Trade Mark for Johnny Love, Johnny Love Vodka, Johnny Love Aloha and the Lips Icon, Federal Label Approvals for Johnny Love Vodka, Johnny Love Aloha-Johnny Love Tangerine-Johnny Love Passion-Johnny Love Apple Flavored Vodka's, Federal Label Approval on Love Vodka, California Distributors License (when approved), Domain Name, all rights of the Company to the flavor names for the Seller's products, and all rights to advertising copy (the "**Intellectual Property**"). There shall be no reduction of the Purchase Price (as hereafter defined) or termination of this Agreement in the event that any Intellectual Property (including any Government Licenses and approvals) can not be assigned or transferred to Purchaser or if Seller can not obtain a required consent for the transfer of such Intellectual Property to Purchaser. In this regard, Purchaser agrees that Seller shall have no

application of such provision, clause or part under other circumstances, shall not be affected thereby.

10.17. Waiver. No waiver by either party of any breach or default shall be deemed a waiver of any subsequent or other breach or default. A party to this Agreement may waive a provision of this Agreement only by written notice to the other party.

10.18. Time. Time is of the essence of this Agreement and each and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

SELLER:

J.I. VODKA,
a California limited liability company

By: *Elliot B. Stern*

Name: ELLIOT B. STERN

Its: MANAGER

PURCHASER:

J.I. BEVERAGE COMPANY, LLC,
a Nevada limited liability company

By: *Thomas J. Diaz*

Name: Thomas J. Diaz, Manager

John Steven Metheny
John Steven Metheny

Elliot B. Stern
Elliot B. Stern