

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HER. HEALTHY ENERGY REVITALIZER		08/18/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Langer Juice Company, Inc.		
Street Address:	16195 Stephens Street		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91745		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78699962	HER HEALTHY ENERGY REVITALIZER	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-5519306		
Email:	jarciniega@mwe.com,ehourizadeh@mwe.com		
Correspondent Name:	Jorge Arciniega		
Address Line 1:	2049 Century Park East, Suite 3400		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	62455.79		
NAME OF SUBMITTER:	Jorge Arciniega		
Signature:	/s/		
Date:	12/01/2005		

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Total Attachments: 4
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PARTNERSHIP AGREEMENT

This PARTNERSHIP AGREEMENT (the "Agreement") is made and entered into as of the 18th day of August, 2005, by and between BSJ DEISGN, INC. ("BSJ") and LANGER JUICE CO., INC. ("Langer").

Agreement

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

BSJ and Langer agree to form a new corporation whose corporate structure will be decided by a duly authorized attorney of BSJ's choosing. The criteria for determining the corporate structure will be based on the best interest of the shareholders. This new entity ("HER Energy"), will contain the ownership of the HER Energy beverage brand, which will be transferred from BSJ's control. Though this brand currently consists of a Regular and No Carbs/No Sugar formula of pink lemonade flavored energy drink the beverage brand could be expanded to include other beverages. All other use of the trademark and copyrights for HER will remain the property of BSJ for use in other industries or with other products. Ownership in HER Energy will have BSJ retaining _____ percent of the equity and Langer retaining the remaining _____ percent.

In exchange for their _____ percent stake in the company Langer and BSJ will agree to the following terms:

1. HER Energy retains the right to have Langer sign any purchase orders for the manufacturing of cans, printing, flavor, vitamin blend, co packing, packaging, fabrication and design plus any other element of the manufacturing of HER Energy products for up to _____ times the quantity of any product order that HER Energy can document. The production of any additional quantity will be at the discretion of Langer. All additional inventory manufactured over and above the quantity specified in the product order will remain the property of Langer until such time as another product order can be produced or payment is remitted at which time the product will be released to HER Energy. Langer will also sign all purchase orders for corresponding quantities of point of sale merchandise, promotional materials and refrigeration units based on the aforementioned product manufacturing terms provided that HER Energy has adequate cash positions to pay for the aforementioned merchandise.
2. Langer will provide HER Energy access to all its distributors, brokers and direct vendor lists, as well as, detailed information on key personnel. This will include but not be limited to contact details, database files and biographical information. Whenever requested by HER Energy, a Langer's representative of Her Energy and Langer's mutual choosing will assist in setting up and or attending meetings with existing or potential distributors, brokers or direct vendors.

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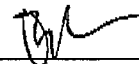
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3. HER Energy will have the right to call any of its existing or future consumables a Langer product and to have it included in the Langer product portfolio, provided that it at least places the Langer logo, in the same manner as the " " logo on the current energy drink cans, on the product.
4. Langer will provide a certificate of product liability insurance for any currently existing or future HER Energy products for any distributors and vendors who carry HER Energy products or who require liability insurance in order to place a product order for HER Energy products. These vendors and distributors shall be named as additional insured, and those parties shall remain as such for a minimum of 60 days past the time of their final purchase order being fulfilled. These certificates of product liability insurance will cover at least or occurrence and aggregate with a minimum thirty (30) days notice of cancellation.
5. Langer will make available to HER Energy, net terms for payment, any existing portion of their infrastructure for the shipping of currently existing or future HER Energy products. Where these services can not be rendered by Langer directly, Langer would provide purchase orders and sign for such services for which HER Energy would reimburse Langer based on the terms of the signed purchase order. These services would include, where applicable, the use of both refrigerated and non-refrigerated trucks, trailers, and cargo containers as well as the contracting of motor-freight services, rail services, air-freight services, sea-freight services and parcel services.
6. Langer will make available to HER Energy, net terms for payment, any existing portion of their infrastructure for the warehousing of currently existing or future HER Energy products. Where these services can not be rendered by Langer directly, Langer would provide purchase orders and sign for such services for which HER Energy would reimburse Langer based on the terms of the signed purchase order. These services would include, where applicable, the use of both refrigerated and non-refrigerated storage, inventory management, fulfillment services, re-palletizing, inventory receiving, inventory preparation and coding, and will-call services.
7. Langer will make available to HER Energy use of its in-house research and development services. These services would include the use of market research conducted by Langer for their existing lines, use of Langer's lab to develop future HER Energy products for the United States market as well as International markets, and use of any legal services retained by Langer. These services will be offered by Langer to HER Energy. Payment to Langer for these services by HER Energy will be made based on net sixty (60) day terms

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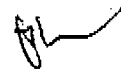
8. Whenever appropriate and possible HER Energy will assist in the placement of Langer products at events, celebrity gift lounges, concert events, album release events and charity functions as well as product placement on television or in film. Participation in such events will be at Langer's discretion, however, for opportunities that Langer decides to participate in they will result in a charge of _____ of the fee incurred by HER Energy for such an opportunity plus any Langer specific expenses. If Langer utilizes the services of HER Energy's marketing and or public relations firms Langer will be billed accordingly for services rendered.
9. Langer will track sales in all retail and wholesale avenues through which current and/or future HER Energy products would be carried. Langer will acquire and maintain records of velocity reports, scans and other promotional redemptions, returned merchandise, and inventory that are associated with any accounts opened for HER Energy by Langer. If there is a charge associated with obtaining this information, HER Energy will pay cost of services.
10. Langer will make all of its promotional outlets available to Her Energy. This will include access to existing contacts in various media outlets to promote HER Energy.
11. If HER Energy achieves sales goals to be specified by Langer, Langer will convert, build or acquire a co packing facility to accommodate the production of HER Energy. Use of this facility would be preferential and be at c
12. Langer agrees not to engage in the formulation, development, production, distribution, sales, marketing or otherwise represent a beverage marketed towards women.

A Distribution Agreement and Partnership Agreement (the "Contracts") will be drafted within fifteen (15) days of this Agreement. The Contracts will be based on the deal terms set forth in this Agreement and will reflect the interests of both parties. Any deal terms not listed in this Agreement must be agreed upon in writing by both parties in order to be included in the aforementioned Contracts. If a deal term not listed in this Agreement cannot be agreed upon by both parties it will not be added to the Contracts. If either party refuses to sign the Contracts and the Contracts meet all the deal terms contained within this Agreement that party will be considered in breach of this Agreement. Breach of this Agreement is understood by both parties to constitute a _____ (US) United States currency penalty. This penalty will be due to the other party within thirty (30) days of the refusal to sign the Contracts and the written notification by the other party of the breach.

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If funding is secured by HER Energy from a third party, including but not limited to neither BSJ nor HER Energy will be obligated to remit the ownership of any additional shares to Langer.

By: Brett Sean Jacobson

By: Bruce Langer

Name:  _____

Name:  _____

Title: President

Title: Vice President

Company: BSJ Design, Inc.

Company: Langer Juice Co, Inc.

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