

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Candy, Candy, Candy Incorporated		02/14/2006	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Amerilab Technologies, Incorporated
Street Address:	2765 Niagara Lane North
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55447
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2105609	FIZZIES
Serial Number:	78363941	FIZZIES
Registration Number:	2045751	BUZZ'N BERRY
Registration Number:	2122204	CHUG'N CHERRY
Registration Number:	2388950	GROOV'N GRAPE
Registration Number:	2122205	OOZ'N ORANGE
Registration Number:	2021058	POP'N PUNCH
Registration Number:	2057002	ROCK'N ROOT BEER

**CORRESPONDENCE DATA**

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OP \$215.00 2105609

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ATTORNEY DOCKET NUMBER: 046620.4

NAME OF SUBMITTER: Renee S. Kraft

Signature: /Renee S. Kraft/

Date: 02/14/2006

Total Attachments: 2  
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## EXHIBIT A – ASSIGNOR MARKS

### Trademark Applications/Registrations

- (1) United States Trademark Registration No. 2105609 (Serial No. 75/975738) for the trademark FIZZIES;
- (2) United States Trademark Application Serial No. 78/363941 for the trademark FIZZIES;
- (3) United States Trademark Registration No. 2045751 (Serial No. 75/053336) for the trademark BUZZ'N BERRY;
- (4) United States Trademark Registration No. 2122204 (Serial No. 75/053334) for the trademark CHUG'N CHERRY;
- (5) United States Trademark Registration No. 2388950 (Serial No. 75/099978) for the trademark GROOV'N GRAPE;
- (6) United States Trademark Registration No. 2122205 (Serial No. 75/053335) for the trademark Ooz'N ORANGE;
- (7) United States Trademark Registration No. 2021058 (Serial No. 75/053337) for the trademark POP'N PUNCH;
- (8) United States Trademark Registration No. 2057002 (Serial No. 75/053338) for the trademark ROCK'N ROOT BEER;
- (9) Canadian Trademark Registration No. 554732 (Application No. 1032073) for the mark BUZZ'N BERRY;
- (10) Canadian Trademark Registration No. 554731 (Application No. 1032072) for the trademark CHUG'N CHERRY;
- (11) Canadian Trademark Registration No. 554730 (Application No. 1032071) for the trademark FIZZIES;
- (12) Canadian Trademark Registration No. 581066 (Application No. 1032675) for the trademark GROOV'N GRAPE;
- (13) Canadian Trademark Registration No. 554746 (Application No. 1032069) for the trademark Ooz'N ORANGE;
- (14) Canadian Trademark Registration No. 597673 (Application No. 1032673) for the trademark POP'N PUNCH;
- (15) Canadian Trademark Registration No. 554729 (Application No. 1032070) for the mark ROCK'N ROOT BEER; and
- (16) Israel Trademark Registration No. 104009 (Application No. 104009) for the trademark FIZZIES.

### Domain Name

FIZZIES.COM, Registered with Network Solutions on April 17, 1995

**EXHIBIT B – TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is made and entered into by and between Candy, Candy, Candy, Incorporated, a corporation of Illinois with its principal place of business at 1509 Fairfax Lane, Bartlett, Illinois 60103 (hereinafter "Assignor") and Amerilab Technologies, Incorporated, a corporation of Minnesota with its principal place of business at 2765 Niagara Lane North, Plymouth, Minnesota 55447 (hereinafter "Assignee"). This Assignment is effective as of the date signed by Assignee (the "Effective Date"), but no earlier than February 14, 2006 and no later than May 14, 2006.

**WHEREAS**

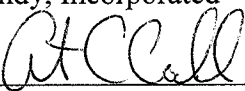
- A. Assignor is the owner of the marks set forth in Exhibit A (the "Assignor Marks"); and
- B. Assignor has agreed to sell the Assignor Marks to Assignee.

**NOW, THEREFORE,**

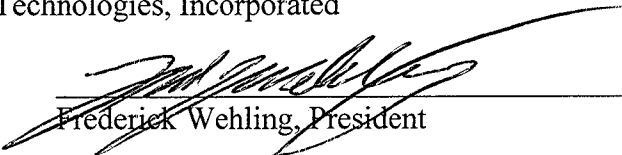
- 1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee:
  - a. All property, rights (including any and all common law trademark rights), title and interest owned by Seller in and to the Assignor Marks, including, but not limited to, the goodwill of the business relating to the goods in respect of which the Assignor Marks have been used.
- 2. Covenants.
  - a. Assignor covenants that it will execute all documents, papers, forms, and authorizations and depose to or swear all declarations or oaths that may be necessary for securing, completing, or absolutely vesting full right, title and interest, in the United States, Canada, and Israel, to the Assignor Marks and the subject matter of the registrations of the Assignor Marks in favor of Assignee or for conferring on Assignee all rights of action in relation to any passing off, infringement, or dilution of the Assignor Marks.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Assignment to be executed in duplicate as of the Effective Date stated above by persons duly authorized to execute the same.

**ASSIGNOR:** Candy, Candy, Candy, Incorporated

By:   
\_\_\_\_\_  
Anthony Godek, President

**ASSIGNEE:** Amerilab Technologies, Incorporated

By:   
\_\_\_\_\_  
Frederick Wehling, President