

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/06/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuze Beverage, LLC		04/07/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	South Beach Beverage Company, Inc.		
Street Address:	40 Richards Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78704920	LIFE WATER	
CORRESPONDENCE DATA			
Fax Number:	(203)849-9300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-849-8300		
Email:	lamb@gandb.com		
Correspondent Name:	Edmund J. Ferdinand, III		
Address Line 1:	Grimes & Battersby, LLP		
Address Line 2:	488 Main Avenue, Suite 300		
Address Line 4:	Norwalk, CONNECTICUT 06824		
ATTORNEY DOCKET NUMBER:	GBG000USG		
NAME OF SUBMITTER:	Edmund J. Ferdinand, III		
Signature:	/Edmund J. Ferdinand, III/		

OP \$40.00 78704920

Date:

04/10/2006

Total Attachments: 1

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TRADEMARK ASSIGNMENT

AGREEMENT made as of March 6, 2006 (the "Effective Date") by and between **FUZE BEVERAGE, LLC**, a Delaware corporation having its principal place of business at 140 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Assignor") and **SOUTH BEACH BEVERAGE COMPANY, INC.**, a Delaware corporation having its principal place of business at 40 Richards Avenue, Norwalk, Connecticut 06854 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Application Serial No. 78/704,920 for the trademark LIFE WATER for use in connection with "drinking water, infused water" in Int'l Class 32, and the common law rights, business and business goodwill related thereto (hereinafter, "the "Trademark"); and

WHEREAS, Assignee desires to acquire Assignor's entire worldwide right, title, and interest in and to the Trademark, including all common law or trade name rights, wherever situated, the U.S. trademark application referenced above and the ongoing and existing business and business goodwill appurtenant thereto, which includes, but is not limited to, inventory, packaging, containers, wrappers, artwork, agreements, contracts, business plans and/or contact lists related to all products bearing the Trademark.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its entire worldwide right, title and interest in and to the Trademark, including all common law or trade name rights, wherever situated, U.S. Trademark Application Serial No. 78/704,920, and the business goodwill associated therewith, including, without limitation, all renewals therefore, all proceeds therefrom (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the entire ongoing business associated with and symbolized by the Trademark, which includes, but is not limited to, all inventory, packaging, containers, wrappers, artwork, agreements, contracts, business plans and/or contact lists related to all products bearing the Trademark.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

FUZE BEVERAGE, LLC

BY: *Laure Allen*

TITLE *MANAGER & CEO*

DATE: *04/07/06*