

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents and Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xstream Brands, Inc.		03/31/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Laurus Master Fund, Ltd.		
Street Address:	825 Third Ave., 14th Floor		
Internal Address:	c/o Laurus Capital Management, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1955605	SQUEEZE	
Registration Number:	2258542	MAUI JUICE COMPANY	
Serial Number:	78476251	CHINESE ROCKET FUEL	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		

CH \$90.00 1955605

Date:

04/18/2006

Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of March 31, 2006, is executed by Xstream Brands, Inc., a Florida corporation ("Brands"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Security and Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Brands, XStream Beverage Networks, Inc., a Nevada corporation (the "Parent"), certain other subsidiaries of the Parent and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Brands, the Parent and certain other subsidiaries of the Parent have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide loans to Brands.

B. Brands (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. Brands wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of Brands in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Brands does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. Brands agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at Brands expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Brands hereby appoints the Secured Party as Brands' attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. Brands acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. Brands agrees to execute financing statements or other instruments to the extent required by the Uniform Commercial Code and in executing such other documents or instruments as may be required or deemed necessary by you for purposes of affecting or continuing your security interest in the T&P Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Brands has caused this instrument to be executed as of the
day and year first above written.

XSTREAM BRANDS, INC.

By: 

Name:

Title:

LAURUS MASTER FUND, LTD.

By: _____

Name:

Title: Eugenio Grin
Director

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Squeeze Soda	1,955,605	2/13/96	USA
Maui Juice Company	2,258,542	7/6/99	USA
Chinese Rocket Fuel	78476251	9/31/04	USA

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

None.

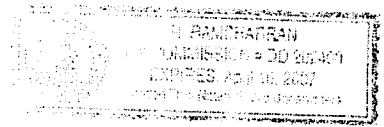
STATE OF California

) ss:

COUNTY OF Merced

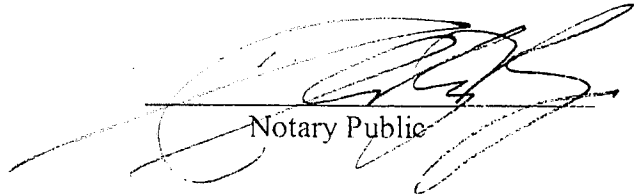
On this 27 day of March, before me personally came _____ who, being by me duly sworn, did state as follows: that [s]he is _____ of Nstream Brands, Inc. that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the [Board of Directors] of said corporation.

[Signature]
Notary Public



STATE OF New York)
) ss:
COUNTY OF New York)

On this 31st day of March, 2006, before me personally came _____
Eugene Grin who, being by me duly sworn, did state as follows: that [s]he is
Director of Laurus Master Fund, Ltd., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.



Notary Public

Christopher A. Ryan
Notary Public State of New York
No 01RY6130781
Qualified in State of New York
Commission Expires July 18, 2009