

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Big Train, Inc.		05/01/2006	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Big Train, Inc.
<b>Street Address:</b>	19732 Descartes
<b>City:</b>	Foothill Ranch
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92610
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	76623440	20 BELOW
Serial Number:	78719627	KIDZ KREAMZ
Serial Number:	78582505	SKINNY MINNIE
Registration Number:	2083761	BIG TRAIN
Registration Number:	2526555	CHAI ME
Registration Number:	2757368	CHAMBA CHAI
Registration Number:	2818915	DRINK CHAI, EMBRACE LIFE...
Registration Number:	2552139	EASTERN CHAI
Registration Number:	2128070	JE MARI'S
Registration Number:	2361511	JOIN THE ICE RAGE
Registration Number:	2725561	LOCO COCOA
Registration Number:	2086956	ST. MORITZ
Registration Number:	2546114	STEAM ENGINE
Registration Number:	2637192	UBATUBA

**CH \$365.00 76623440**

CORRESPONDENCE DATA

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00217
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/04/2006

Total Attachments: 6  
source=trademark assignment#page1.tif  
source=trademark assignment#page2.tif  
source=trademark assignment#page3.tif  
source=trademark assignment#page4.tif  
source=trademark assignment#page5.tif  
source=trademark assignment#page6.tif

## TRADEMARK ASSIGNMENT

This Assignment is made on this 1<sup>st</sup> day of May, 2006 (the "Trademark Assignment") between Big Train, Inc., a California corporation ("Assignor"), and Big Train, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase Agreement, dated as of April 12, 2006 by and among Assignor, Assignee, Big Train Holdings, LLC, a Delaware limited liability company, and the other Seller Parties named therein (the "Asset Purchase Agreement"), Assignor has sold the Purchased Assets to Assignee, and in connection therewith, Assignor has sold all of its right, title, and interest in and to the Purchased Assets to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all Assignor's right, title and interest in and to all of the trademarks, trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, including but not limited to the trademarks listed on Exhibit A hereto, and all registrations, renewals and applications therefor, owned and used by the Assignor in connection with their operation of its business (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

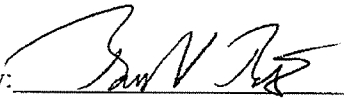
This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

BIG TRAIN, INC.  
A Delaware corporation, as Assignee

By:   
Name: Bernard V. Buonanno, III  
Title: President

BIG TRAIN, INC.  
A California corporation, as Assignor

By: \_\_\_\_\_  
Name:  
Title:


[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

BIG TRAIN, INC.  
A Delaware corporation, as Assignee

By: \_\_\_\_\_  
Name: Bernard V. Buonanno, III  
Title: President

BIG TRAIN, INC.  
A California corporation, as Assignor

By:  \_\_\_\_\_  
Name: PAUL ROY  
Title: PRESIDENT

[Signature Page to Trademark Assignment Agreement]

**EXHIBIT A**

**TRADEMARKS**

<b>United States Trademarks Pending</b>				
<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Goods</b>
20 BELOW	Pending; Allowed	76/623,440	06-Dec-2004	Powdered chocolate mix for making a frozen beverage
KIDZ KREAMZ	Pending	78/719,627	23-Sep-2005	A powdered mix for making a milkshake
SKINNY MINNIE	Pending; Allowed	78/582,505	08-Mar-2005	Powdered mix for making a frozen dessert

<b>United States Trademarks Registered</b>						
<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods</b>
BIG TRAIN	Registered	75/133,678	15-Jul-1996	2,083,761	29-Jul-1997	Non-alcoholic coffee-based drink
CHAI ME	Registered	75/783,034	24-Aug-1999	2,526,555	08-Jan-2002	Tea and flavored tea
CHAMBA CHAI	Registered	76/419,073	10-Jun-2002	2,757,368	26-Aug-2003	Powdered tea beverage mix
DRINK CHAI, EMBRACE LIFE	Registered	76/436,268	30-Jul-2002	2,818,915	02-Mar-2004	Tea
EASTERN CHAI	Registered	76/134,830	20-Sep-2000	2,552,139	26-Mar-2002	Tea
JE MARI'S	Registered	75/030,056	08-Dec-1995	2,128,070	13-Jan-1998	Frozen desserts, namely, frozen yogurt
JOIN THE ICE RAGE	Registered	75/568,205	09-Oct-1998	2,361,511	27-Jun-2000	Non-alcoholic coffee-based drinks
LOCO COCOA	Registered	76/322,932	09-Oct-2001	2,725,561	10-Jun-2003	Powdered hot chocolate beverage mix
ST. MORITZ	Registered	75/030,057	08-Dec-1995	2,086,956	12-Aug-1997	Frozen desserts, namely frozen yogurt
STEAM ENGINE	Registered	76/027,197	17-Apr-2000	2,546,114	12-Mar-2002	Non-alcoholic tea and coffee-based beverages
UBA TUBA	Registered	76/282,210	09-Jul-2001	2,637,192	15-Oct-2002	Powdered coffee mix

**EXHIBIT A**

**TRADEMARKS (continued)**

<b>Canadian Trademarks</b>						
<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods</b>
BIG TRAIN	Registered	1149015	07-Aug-2002	604762	10-Mar-2004	Tea, tea drinks, flavored tea, non-alcoholic coffee-based drinks, powdered smoothie mixes, powdered coffee chocolate mixes, flavored syrups for coffee or hot or cold non-alcoholic beverages
CHAI ME	Registered	1149013	07-Aug-2002	613883	30-Jun-2004	Tea and flavored tea
JOIN THE ICE RAGE	Registered	1149014	07-Aug-2002	604761	10-Mar-2004	Non-alcoholic coffee-based drinks

<b>New Zealand Trademarks</b>						
<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods</b>
BIG TRAIN	Registered	657685	24-May-2002	657685	28-Nov-2002	Ice blended coffee
CHAI ME	Registered	657684	24-May-2002	657684	28-Nov-2002	Ice blended coffee
JOIN THE ICE RAGE	Registered	657686	24-May-2002	657686	28-Nov-2002	Ice blended coffee

**Common-Law Trademarks**

Big Train, Inc. Logo (in circle)  
SKINNY MINNIE Logo (with dessert cup)  
Chai cup & saucer Logo (on boxes)  
BLAST  
STOP AND SMELL THE CHOCOLATE  
HOT CHOCOLATE. REBORN!  
NO WILL POWER NEEDED  
WOW COW  
ST. MORITZ