

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/12/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Monarch Beverage Company		01/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hedinger Brands, LLC
Street Address:	950 South Charles Street, P.O. Box 790
City:	Jasper
State/Country:	INDIANA
Postal Code:	47526
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0141244	BUBBLE-UP
Registration Number:	1116928	BUBBLE UP
Registration Number:	0354840	BUBBLE UP
Registration Number:	1457678	DR. WELLS
Registration Number:	3187283	DAD'S
Registration Number:	0513566	DAD'S
Registration Number:	2100304	DAD'S CLASSIC DRAFT
Registration Number:	3187284	DAD'S OLD FASHIONED
Registration Number:	0364823	DAD'S OLD FASHIONED
Registration Number:	1211796	SUN CREST

CORRESPONDENCE DATA

Fax Number: (317)231-7433

CH \$265.00 0141244

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3172311313
Email: mfrisby@btlaw.com
Correspondent Name: Mary Jane Frisby
Address Line 1: 11 South Meridian Street
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	41947-2
NAME OF SUBMITTER:	Mary Jane Frisby
Signature:	/mjf/
Date:	01/24/2007

Total Attachments: 13

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 12th day of January, 2007 ("Effective Date") by and between The Monarch Beverage Company, a Delaware corporation ("Seller"), and Hedinger Brands, LLC, an Indiana limited liability company ("Purchaser").

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated January 12, 2007, by and between Seller and Purchaser (the "Agreement");

WHEREAS, pursuant to the Agreement, Seller wishes to assign to Purchaser, and Purchaser wishes to acquire from Seller, the United States and Canadian trademarks and trademark applications and registrations set forth on Schedule A attached hereto and the foreign trademarks and trademark applications and registrations set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith and that portion of Seller's business to which such marks pertain (collectively, the "Marks") and the Mexican common law trademarks "Dad's", Dad's Rootbeer" and "Dr. Wells" (the "Mexican Marks"); and,

WHEREAS, Purchaser is the successor to that portion of Seller's business to which the Marks and Mexican Marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and sets over to Purchaser the entire right, title and interest of Seller in and to the Marks and the Mexican Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or Canada, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks or Mexican Marks, with the right to sue for, and collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Seller shall take all further actions, and provide to Purchaser, Purchaser's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Purchaser, and at Purchaser's cost, to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) Purchaser's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) Purchaser's prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks, or the Mexican Marks and this Assignment; (3) Purchaser's acquisition of

any additional trademark protection relating to rights assigned herein that Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any state in which the Marks, or the Mexican Marks are registered; and (4) in Purchaser's implementation or perfection of this Assignment in all applicable jurisdictions.

Notwithstanding, anything contained herein to the contrary Purchaser acknowledges that the Mexican Marks have not been registered and that Seller may or may not have valid legal title to the Mexican Marks and Seller makes no representations or warranties regarding the Mexican Marks.

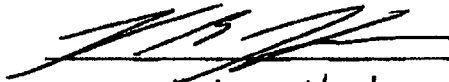
IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**THE MONARCH BEVERAGE
COMPANY**

HEDINGER BRANDS, LLC

Name: _____

Title: _____



Name: Keith G. Hedinger

Title: Sole Member

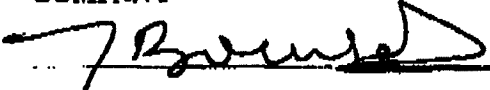
any additional trademark protection relating to rights assigned herein that Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any state in which the Marks, or the Mexican Marks are registered; and (4) in Purchaser's implementation or perfection of this Assignment in all applicable jurisdictions.

Notwithstanding, anything contained herein to the contrary Purchaser acknowledges that the Mexican Marks have not been registered and that Seller may or may not have valid legal title to the Mexican Marks and Seller makes no representations or warranties regarding the Mexican Marks.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THE MONARCH BEVERAGE
COMPANY

HEDINGER BRANDS, LLC



Name: J. Bombardieri Name: _____
Title: CEO Title: _____

SCHEDULE A

U.S. Trademark Applications and Registrations

Schedules to the Asset Purchase Agreement by and between Hedinger Brands, LLC and the Monarch Beverage Company, Inc.,
dated January 12, 2007

US2000 9689788.1

TRADEMARK
REEL: 003467 FRAME: 0254

Thursday, December 14, 2006

Country List

Page: 1

Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
Country: United States of America								
DAD'S	31147	Pending	78/819304	78/819304 21-Feb-2006				HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc. <i>Class(es):</i> 05 Int. <i>Goods:</i> 05 Int.: Cough drops.								
DAD'S (Stylized)	31147	Registered	513566	71/511070 18-Oct-1946	513566	16-Aug-1949	16-Aug-2009	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc. <i>Class(es):</i> 32 Int. <i>Goods:</i> 32 Int.: Nonalcoholic, noncereal, maltless beverages, sold as soft drinks, and syrups, concentrates, and extracts for making the same.								
DAD'S CLASSIC DRAFT	31147	Registered	2100304	75/086172 10-Apr-1996	2100304	23-Sep-1997	23-Sep-2007	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc. <i>Class(es):</i> 32 Int. <i>Goods:</i> 32 Int.: Carbonated soft drinks.								
DAD'S OLD FASHIONED	31147	Pending	78/819311	78/819311 21-Feb-2006				HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc. <i>Class(es):</i> 05 Int. <i>Goods:</i> 05 Int.: Cough drops.								

Country List

Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
DAD'S OLD FASHIONED & Label Design	31147	Registered	364823	71/410949 24-Sep-1938	364823	14-Feb-1939	14-Feb-2009	HWL JLD ALE

Owner Name: The Monarch Beverage Company, Inc.

Class(es): 45 Int.

Goods: 45 Int.: Root beer.

Country List

Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
Country: United States of America								
BUBBLE UP	31147	Registered	141244	71/121647 13-Aug-1919	141244	12-Apr-1921	12-Apr-2011	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc.								
<i>Class(es):</i> 32 Int.								
<i>Goods:</i> 32 Int.: Unfermented, non-alcoholic, non-cereal, maltless beverage for use as a soft drink.								
BUBBLE UP & Design	31147	Registered	354840	71/399154 30-Oct-1937	354840	22-Feb-1938	22-Feb-2008	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc.								
<i>Class(es):</i> 45 Int.								
<i>Goods:</i> 45 Int.: Nonalcoholic beverage.								
BUBBLE UP & Design	31147	Registered	1116928	73/154636 09-Jan-1978	1116928	24-Apr-1979	24-Apr-2009	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc.								
<i>Class(es):</i> 32 Int.								
<i>Goods:</i> 32 Int.: Soft drinks and concentrates therefor.								

Thursday, December 14, 2006

Country List

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Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
SUN CREST	31147	Registered	1211796	73/311111 19-May-1981	1211796	05-Oct-1982	05-Oct-2012	HWL JLD ALE

Country: United States of America

Owner Name: The Monarch Beverage Company, Inc.

Class(es): 32 Int.

Goods: 32 Int.: Soft drinks and bases therefor.

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Country List

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Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
DR. WELLS	31147	Registered	1457678	73/639084 12-Jan-1987	1457678	15-Sep-1987	15-Sep-2007	HWL JLD ALE

Country: United States of America

Owner Name: The Monarch Beverage Company, Inc.

Class(es): 32 Int.

SCHEDULE B

Foreign Trademark Applications and registrations

Schedules to the Asset Purchase Agreement by and between Hedinger Brands, LLC and the Monarch Beverage Company, Inc.,
dated January 12, 2007

US2000 9689788.1

TRADEMARK
REEL: 003467 FRAME: 0260

Thursday, December 14, 2006

Country List

Page: 1

Trademark Name	Client	Status	Case Number	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
SUN CREST	31147	Registered	UCA011645	0175482 13-Apr-1939	UCA011645	13-Apr-1939	13-Apr-2014	HWL JLD ALE

Owner Name: The Monarch Beverage Company, Inc.

Class(es): 32 Int.

Goods: 32 Int.: Nonalcoholic beverages, concentrates, essences and syrups.

Thursday, December 14, 2006

Country List

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Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
BUBBLE UP	31147	Registered	UCA009614	0172026 02-Nov-1937	UCA009614	02-Nov-1937	02-Nov-2012	HWL JLD ALE

Owner Name: The Monarch Beverage Company, Inc.
Class(es): 32 Int.
Goods: 32 Int.: Non-alcoholic beverages, soft drinks and carbonated beverages.

Thursday, December 14, 2006

Country List

Page: 1

Trademark Name	Client	Status	CaseNumber	App. Number/ Filing Date	Registration Number	Registration Date	Renewal Date	Attorney(s):
Country: Canada								
DAD'S	31147	Registered	TMA303202	0491086 19-Aug-1982	TMA303202	24-May-1985	24-May-2015	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc. <i>Class(es):</i> 32 Int. <i>Goods:</i> 32 Int.: Non-alcoholic beverages namely soft drinks, syrups, concentrates, and extracts for making the same.								
DADS & Design	31147	Registered	TMA335328	0503932 19-May-1983	TMA335328	18-Dec-1987	18-Dec-2017	HWL JLD ALE
<i>Owner Name:</i> The Monarch Beverage Company, Inc. <i>Class(es):</i> 32 Int. <i>Goods:</i> 32 Int.: Non-alcoholic beverages, namely, soft drinks, syrups, concentrates and extracts for making the same.								