

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mammoth Beverages, Inc.		03/23/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Big Train, Inc.		
Street Address:	19732 Descartes		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2799267	MAMMOTH FREEZE	
Registration Number:	2748942	MAMMOTH FREEZE	
Registration Number:	2754508	WELCOME TO THE BLENDED ICE AGE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
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:	207170-217		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

CH \$90.00 2799267

Date:

03/28/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Assignment is made on this 23rd day of March, 2007 (the "**Trademark Assignment**") between Mammoth Beverages, 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 the date hereof, by and among Assignor, Assignee, and the other 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 California (without application of principles of conflicts of law).

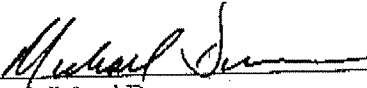
This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[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

MAMMOTH BEVERAGES, INC.
A California corporation, as Assignor

By: 
Name: Michael Dunn
Title: Chief Executive Officer

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,
A Delaware corporation, as Assignee

MAMMOTH BEVERAGES. INC.
A California corporation, as Assignor

By: _____
Name: Michael Dunn
Title: Chief Executive Officer

By:  _____
Name: KY Gr
Title: ignestbeirr

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
TRADEMARKS

United States Trademarks Registered						
Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Goods
MAMMOTH FREEZE (MARK WITH PICTURE)	Registered	78/134,474	6/10/02	2,799,267	12/23/03	Non-carbonated, non- alcoholic coffee based beverage
MAMMOTH FREEZE	Registered	78/126,619	5/6/02	2,748,942	8/5/03	Non-carbonated, non- alcoholic coffee based beverage
WELCOME TO THE BLENDED ICE AGE	Registered	78/126,610	5/6/02	2,754,508	8/19/03	Coffee based beverage

Common-Law Trademarks

Mammoth Beverages, Inc.
Dragon Fly
Fiesta de Sabor