

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kool Cow, LLC		03/30/2007	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Jeffrey Kaplan
Street Address:	2508 N.W. 53rd Street
City:	Tamarac
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Global Beverage Enterprises, Inc.
Street Address:	2508 N.W. 53rd Street
City:	Tamarac
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78878128	KOOL COW SPARKLING DRINK MOO

CORRESPONDENCE DATA

Fax Number: (312)577-4672
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 630-462-7260
 Email: lisa.shebar@kattenlaw.com
 Correspondent Name: Lisa Shebar
 Address Line 1: 110 N. Gables Blvd.

OP \$40.00 78878128

Address Line 4: Wheaton, ILLINOIS 60187

NAME OF SUBMITTER:

Lisa K. Shebar

Signature:

/Lisa K. Shebar/

Date:

03/30/2007

Total Attachments: 3

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ASSIGNMENT

This Assignment is made this 30 day of March, 2007, by and between **JEFFREY KAPLAN** individually, a Florida resident (hereinafter "Kaplan"), and **GLOBAL BEVERAGE ENTERPRISES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Florida, with offices at 2508 N.W. 53rd Street, Tamarac, Broward County, FL 33309 (hereinafter "Global Beverages") and **KOOL COW, LLC**, a limited liability company organized and existing under and by virtue of the State laws of Florida, with offices at P.O. Box 643717, Vero Beach, Florida 33487. Kaplan and Global Beverages are referred to collectively hereinafter as "Assignee." Kool Cow, LLC is referred to hereinafter as "Assignor." Kaplan, Global Beverages, and Kool Cow, LLC are referred to collectively hereinafter as the "Parties."

R E C I T A L S

WHEREAS, Assignor has adopted, created, marketed, and used certain trademarks, trade formulas and trade secrets, brand names, designs, and trade dress that comprise and/or bear the name of "Kool Cow Sparkling Drink Moo," pursuant to that certain Sale and Purchase Agreement dated 24 July 2006;

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to grant to Assignee, all of Assignor's rights, title, and interest in and to the foregoing intellectual property to the extent that same exists in and is with respect to the United States only, together with the goodwill of Assignor symbolized by same and connected with the use thereof in the United States only (collectively, the "US Intellectual Property,"") which is identified in the attached **Schedule A**; and

WHEREAS, Assignor is the assignee and the successor in interest to that certain Perpetual Agreement dated September 15, 2003, with IL HWA Co., Ltd., a South Korea based entity that manufactures beverages (the "Contract") (also identified in **Schedule A** below), pursuant to which the Assignor has the exclusive right to purchase certain products from said manufacturer; and

WHEREAS, Separate and apart from the above-described assignment of the US Intellectual Property in the United States only, Assignee desires to acquire from Assignor, and Assignor desires to grant to Assignee, all of Assignor's rights, title, and interest in and under the "Contract" for the United States only; and

WHEREFORE, For good and valuable consideration of One Hundred (\$100.00) Dollars, mutual receipt acknowledged and which includes the Parties' commitment to enter into that certain Mutual Release and Non-Competition Agreement immediately upon the Assignor's execution of this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

W I T N E S S E T H

TRADEMARK

REEL: 003511 FRAME: 0561

Assignment of US Intellectual Property: Assignor hereby irrevocably grants, conveys, assigns, transfers and quitclaims to Assignee, by execution hereof, any and all of Assignor's rights, title, and interest in and to the US Intellectual Property in the United States only, together with the goodwill of Assignor symbolized by same and connected with the use in the United States only thereof, the right to sue and recover for past infringements in the United States only thereof, and the right and interest in and to any and all proceeds therefrom.

Assignor makes the assignment of the US Intellectual Property hereunder TO HAVE AND TO HOLD the same unto Assignee, its respective successors and assigns. Assignor does for itself and its respective trustees, beneficiaries, administrators, heirs and successors covenant to and with Assignee and Assignee's respective successors and assigns that Assignor is the lawful owner of the US Intellectual Property; that said asset is free and clear from all claims and encumbrances; that Assignor has good right to assign and sell said assets aforesaid; and that Assignor will warrant and defend the assignment and transfer of the US Intellectual Property in the United States only hereby made unto Assignee and Assignee's respective successors and assigns against the lawful claims and demands of all persons whomsoever.

Assignment of US Rights under Contract: Additionally, Assignor hereby irrevocably grants, conveys, assigns, transfers and quitclaims to Assignee, by execution hereof, any and all of Assignor's rights, title, and interest in and under the Contract for the United States only.

Assignor makes the assignment of the Contract for the United States only hereunder TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns. Assignor does for itself and its respective trustees, beneficiaries, administrators, heirs and successors covenant to and with Assignee and its successors and assigns that Assignor is the lawful owner of the Contract; that said asset is free and clear from all claims and encumbrances; that Assignor has good right to assign and sell said asset aforesaid; and that Assignor will warrant and defend the assignment and transfer of the above-stated rights under the Contract hereby made unto Assignee and its successors and assigns against the lawful claims and demands of all persons whomsoever.

Severability: The assignment of the US Intellectual Property (as per **Schedule A**) in the United States only to Assignee hereunder shall be separate, distinct, and severable from the assignment of the Contract listed for the United States only to Assignee hereunder.

Assignor will respond to the current pending office action regarding the "Kool Cow Sparkling Drink Moo" mark - U.S. Trademark Application Serial No. 78/878,128.

[Remainder of page is intentionally blank; signature blocks appear on following page.]

IN WITNESS WHEREOF, Assignee hereby sets its hand and seal.

Kool Cow, LLC

By:

Patrick Fulco
Patrick Fulco

As Its: Manager

The following persons hereby attest to the execution of the foregoing Assignment by Patrick Fulco both individually and on behalf of KOOL COW, LLC.

Attest:

Attest:

Print:

Print:

STATE OF FLORIDA
COUNTY OF _____, ss.

On this ____ day of March, 2007, before me, the subscriber, personally appeared DAVID RUSTINE, [] who is personally known to me or [] who produced the following identification _____, on behalf of KOOL COW, LLC acknowledged the foregoing Assignment to be his full act and deed.

Notary Public
My commission expires:

Identification produced: