

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Monarch Beverage Company, Inc.		03/13/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Cornucopia Beverages, Inc.
<b>Street Address:</b>	One Executive Park Drive
<b>Internal Address:</b>	Suite 330
<b>City:</b>	Bedford
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03110
<b>Entity Type:</b>	CORPORATION: NEW HAMPSHIRE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	0189066	MOXIE
Registration Number:	1399370	MOXIE
Registration Number:	1460942	MOXIE
Registration Number:	1460943	MOXIE
Registration Number:	1465569	WHAT THIS COUNTRY NEEDS IS PLENTY OF MOXIE
Serial Number:	76494966	MOXIE ULTRA
Serial Number:	78800015	MOXIE ENERGY

**CORRESPONDENCE DATA**

Fax Number: (202)585-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-585-8000  
 Email: dmay@nixonpeabody.com  
 Correspondent Name: David L. May, Esq.

CH \$190.00 0189066

Address Line 1: 401 9th Street, N.W.  
Address Line 2: Suite 900  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2128

NAME OF SUBMITTER:	David L. May
Signature:	/david l. may/
Date:	04/03/2007

**Total Attachments: 6**

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## U.S. TRADEMARK ASSIGNMENT

**THIS U.S. TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 21st day of March, 2007 ("Effective Date") by and between The Monarch Beverage Company, Inc., a Delaware corporation ("Seller"), and Cornucopia Beverages, Inc., a New Hampshire corporation ("Buyer").

**WHEREAS**, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated February 1, 2007, by and between Seller and Buyer (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Seller wishes to assign to Buyer, and Buyer wishes to acquire from Seller, the United States trademarks set forth in Schedule A attached hereto and the United States trademark applications 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 "US Marks"); and,

**WHEREAS**, Buyer is the successor to that portion of Seller's business to which the US 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 Buyer its entire right, title and interest, in and to the US Marks and the goodwill of the business associated with the US 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, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer'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 from third parties arising out of, earned or attributable to the license of the US Marks from and after the Effective Date and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the US Marks, with the right to sue for, and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Seller hereby requests the Commissioner of Patents and Trademarks to record Buyer as the Buyer and owner of the US Marks.

Seller shall take all further actions, and provide to Buyer, Buyer'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), reasonably requested by Buyer to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the 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) the 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 US Marks and this

Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; (4) completing and signing any required documents or agreements and taking such other reasonable actions as are required to transfer the US Marks to the Buyer and to confirm, evidence or establish Buyer's rights to the US Marks; and (5) in the implementation or perfection of this Assignment.

\* \* \* \* \*

**BUYER**

Cornucopia Beverages, Inc.

Lawrence Lordi

Name: Lawrence Lordi

Title: President

**NOTARIZATION**

State of New Hampshire)  
County of Hillsborough)

On this 21<sup>st</sup>, day of February, 2007, personally appeared before me

Lawrence Lordi, whose identity is personally known to me or was  
(name of document signer)

proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that

he/she is the President of Cornucopia Beverages, Inc. and that said  
(Title or Office) (Name of Corporation)

document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or

(Resolution of its Board of Directors), and said Lawrence Lordi acknowledged  
(name of document signer)

to me that said Corporation executed the same.

Maria Holland Law  
Notary Public  


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

**SELLER**

**THE MONARCH BEVERAGE COMPANY, INC.**

[Signature]

Name: JACQUES BOMBAL

Title: President

**NOTARIZATION**

State of GEORGIA  
County of GWINNETT

On this 13<sup>th</sup> day of MARCH, 2007, personally appeared before me

JACQUES BOMBAL, whose identity is personally known to me or was  
(name of document signer)

proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that

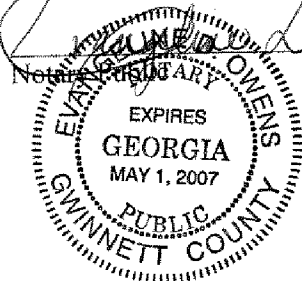
he/she is the PRESIDENT of THE MONARCH BEVERAGE CO. and that said  
(Title of Office) (Name of Corporation)

document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or

(Resolution of its Board of Directors), and said JACQUES BOMBAL acknowledged  
(name of document signer)

to me that said Corporation executed the same.

[Signature]



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark Registration No.	Registration Date	Mark
0,189,066	September 9, 1924	MOXIE & Design <i>MOXIE</i>
1,399,370	July 1, 1986	MOXIE
1,460,942	October 13, 1987	MOXIE & Design <i>MOXIE</i>
1,460,943	October 13, 1987	MOXIE
1,465,569	November 17, 1987	WHAT THIS COUNTRY NEEDS IS PLENTY OF MOXIE

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

<b>Trademark Application No.</b>	<b>Application Date</b>	<b>Mark</b>
76/494,966	February 28, 2003	MOXIE ULTRA
78/800,015	January 26, 2006	MOXIE ENERGY