

**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>                    |
| AVAKATS LLC                      |  | 04/11/2007            | LIMITED LIABILITY COMPANY: WASHINGTON |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                       |
| <b>Name:</b>                     | DRINKZEVIA LTD.  |                       |                                       |
| <b>Street Address:</b>           | 505 Fifth Avenue South, Suite 610  |                       |                                       |
| <b>City:</b>                     | Seattle  |                       |                                       |
| <b>State/Country:</b>            | WASHINGTON   |                       |                                       |
| <b>Postal Code:</b>              | 98104  |                       |                                       |
| <b>Entity Type:</b>              | CORPORATION: WASHINGTON  |                       |                                       |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                       |
| <b>Serial Number:</b>            | 78856943   | ZEVIA                 |                                       |
| <b>Serial Number:</b>            | 78884876   | ZEVIA                 |                                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                       |
| <b>Fax Number:</b>               | (206)274-2801  |                       |                                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                       |
| <b>Phone:</b>                    | 206-274-2800   |                       |                                       |
| <b>Email:</b>                    | trademarks@newmanlaw.com   |                       |                                       |
| <b>Correspondent Name:</b>       | Randall Moeller  |                       |                                       |
| <b>Address Line 1:</b>           | 505 Fifth Avenue South, Suite 610  |                       |                                       |
| <b>Address Line 4:</b>           | Seattle, WASHINGTON 98104  |                       |                                       |
| <b>NAME OF SUBMITTER:</b>        | Randall Moeller  |                       |                                       |
| <b>Signature:</b>                | /randall moeller/  |                       |                                       |
| <b>Date:</b>                     | 04/12/2007   |                       |                                       |

CH \$65.00 78856943

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is entered into as of the date set forth below for the benefit of DRINKZEVIA LTD., a Washington corporation, whose address for purposes related to this Assignment is 505 Fifth Avenue South, Suite 610, Seattle, Washington 98104 ("Assignee"), by AVAKATS LLC, a Washington limited liability company, whose address for purposes relating to this Assignment is 505 Fifth Avenue South, Suite 610, Seattle, Washington 98104 ("Assignor").

Whereas, Assignor owns all existing rights, title and interest in and to:

1. the trademark ZEVIA, for which there is a pending application for registration with the USPTO in connection with "dietary supplements" under Serial No. 78884876, which was filed on May 16, 2006; and
2. the trademark ZEVIA, for which there is a pending application for registration with the USPTO in connection with "soft drinks, and syrups and concentrates for making the same" under Serial No. 78856943, which was filed on April 7, 2006;

(collectively, the "AVAKATS Marks").

Whereas, Assignee wishes to acquire the AVAKATS Marks, and the underlying registrations and applications therefor;

Now, therefore, for good and valuable consideration, the receipt of which Assignor acknowledges, Assignor hereby assigns to Assignee all right, title and interest in and to the AVAKATS Marks, including the above-designated registrations and applications therefor, together with the goodwill associated with the businesses symbolized by the AVAKATS Marks, and the exclusive right to sue, bring actions for and recover damages, profits, and other compensation or injunctive relief for any and all past, current or future infringements or otherwise unauthorized uses of the AVAKATS Marks.

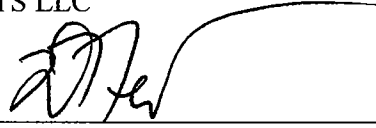
Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the AVAKATS Marks in the Assignee, or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee to the extent such evidence is in the possession or control of Assignor. Assignor hereby appoints Assignee as its attorney-in-fact with regard to matters arising out of the assignment herein, and Assignor acknowledges and agrees that Assignee is authorized to act on behalf of Assignor solely to effectuate the assignment herein.

The undersigned represents that it has the authority and right to enter into this Assignment on behalf of Assignor and grant Assignee the rights pertaining to the AVAKATS Marks set forth herein. Accordingly, Assignor, by its duly authorized agent, agrees to the assignment set forth herein, effective and executed on the date printed below.

DATED this 11<sup>th</sup> day of April, 2007.

AVAKATS LLC

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'D. Newman', is written over a horizontal line. The signature is stylized and cursive.

Derek A. Newman  
Manager