

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/30/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeffrey Kaplan		06/05/2007	INDIVIDUAL: UNITED STATES
Global Beverage Enterprises, Inc.		06/05/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

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 K. Shebar
 Address Line 1: 110 N. Gables Blvd.
 Address Line 4: Wheaton, ILLINOIS 60187

NAME OF SUBMITTER:	Lisa K. Shebar
Signature:	/Lisa K. Shebar/
Date:	06/22/2007

TRADEMARK

Total Attachments: 4

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ASSIGNMENT NUNC PRO TUNC

This Nunc Pro Tunc Assignment ("Assignment") is made effective, Nunc Pro Tunc, the 30th 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 the laws of the State of Florida, with offices at 2508 N.W. 53rd Street, Tamarac, Broward County, FL 33309 (hereinafter "Global Beverage"). Kaplan and Global Beverage are referred to collectively hereinafter as "Assignor." Alone, Global Beverage is referred to by name or as "Assignee."

RECITALS

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";

WHEREAS, Global Beverage alone desires to acquire from Assignor, and Assignor desires to grant to Global Beverage only, all of Assignor's rights, title, and interest in and to the foregoing intellectual property together with the goodwill of Assignor symbolized by same and connected with the use thereof ("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, Global Beverage desires to acquire from Assignor, and Assignor desires to grant to Global Beverage, all of Assignor's rights, title, and interest in and under the "Contract"; and

WHEREFORE, for good and valuable consideration of One Hundred (\$100.00) the receipt and sufficiency of which are hereby acknowledged, Assignor and Global Beverage agree as follows:

WITNESSETH

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

Assignor makes the assignment of the Intellectual Property hereunder TO HAVE

AND TO HOLD the same unto Global Beverage, its respective successors and assigns. Assignor does for itself and its respective trustees, beneficiaries, administrators, heirs and successors covenant to and with Global Beverage and Global Beverage's respective successors and assigns that Assignor is the lawful owner of the 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 Intellectual Property hereby made unto Global Beverage and Global Beverage's respective successors and assigns against the lawful claims and demands of all persons whomsoever.

Assignment of Rights under Contract: Additionally, Assignor hereby irrevocably grants, conveys, assigns, transfers and quitclaims to Global Beverage, by execution hereof, any and all of Assignor's rights, title, and interest in and under the Contract.

Assignor makes the assignment of the Contract TO HAVE AND TO HOLD the same unto Global Beverage, its successors and assigns. Assignor does for itself and its respective trustees, beneficiaries, administrators, heirs and successors covenant to and with Global Beverage 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 Global Beverage and its successors and assigns against the lawful claims and demands of all persons whomsoever.

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

IN WITNESS WHEREOF, Assignor and Assignee hereby sets their hand and seal.

Global Beverage Enterprises, Inc.

Jeffrey Kaplan
Individually

By:

[Signature]
Jeffrey Kaplan

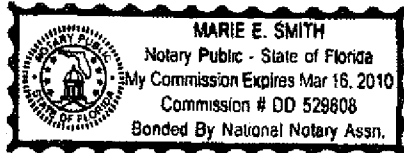
As Its: President

The following persons hereby attest to the execution of the foregoing Assignment by Jeffrey Kaplan on behalf of Global Beverage Enterprises, Inc.

Attest:
JEFFREY KAPLAN
Print: Jeffrey Kaplan

STATE OF FLORIDA
COUNTY OF BROWARD, ss.

On this 5th day of JUNE April, 2007, before me, the subscriber, personally appeared Jeffrey Kaplan, [] who is personally known to me or [x] who produced the following identification DRIVERS LICENSE, on behalf of Global Beverage Enterprises, Inc acknowledged the foregoing Assignment to be his full act and deed.



[Signature]
Notary Public
My commission expires:

The following persons hereby attest to the execution of the foregoing Assignment by Jeffrey Kaplan individually.

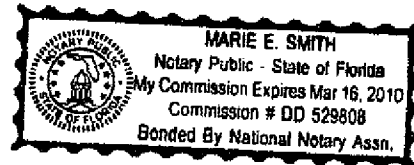
Attest:
JEFFREY KAPLAN
Print: Jeffrey Kaplan

STATE OF FLORIDA
COUNTY OF BROWARD, ss.

On this 5th day of JUNE April, 2007, before me, personally appeared Jeffrey Kaplan, [] who is personally known to me or [x] who produced the following identification DRIVERS LICENSE, on behalf of Global Beverage Enterprises, Inc acknowledged the foregoing Assignment Nunc Pro Tunc to be his full act and deed.

[Signature]
Notary Public

My commission expires: SCHEDULE A



("Intellectual Property")U.S. Trade Secrets

- (1) All recipes, formulae, ingredient lists, compilations of matter, compilations of information, manufacturing processes, treatments for preservation of materials or products, certificates of analysis, certificates of ingredients, and lists of distributors, all with respect to shelf stable milk-based carbonated beverages presently identified and labeled as "Kool Cow Sparkling Drink," together with all extensions, derivations, and reformulations of same (trade secrets) for ownership and usage.

U.S. Trademarks and Trade Dress

- (1) "Kool Cow Sparkling Drink Moo" and Design (U.S. Trademark Application Serial No. 78/878,128);
- (2) All cow drawings, depictions, renderings, and logos (designs); and
- (3) All "Kool Cow Sparkling Drink" product packaging, labeling, design, and stylized formats (trade dress).

Contract

- (1) IL HWA Co. LTD. dated September 15, 2003.