

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
The Absolut Spirits Company, Incorporated		06/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Retro Brands, LLC		
Street Address:	12951 NW 23rd Street		
City:	Pembroke Pines		
State/Country:	FLORIDA		
Postal Code:	33028		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3074545	SHAKKA	
CORRESPONDENCE DATA			
Fax Number:	(202)756-8087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-756-8000		
Email:	sabrown@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	600 13th Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	072400-0034		
NAME OF SUBMITTER:	Richard Y. Kim		
Signature:	/Richard Y. Kim/		

CH 3074545 \$40.00

Date:

07/12/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), dated June 29, 2007, is entered into by and between THE ABSOLUT SPIRITS COMPANY, INCORPORATED, a Delaware corporation, with a principal place of business at 401 Park Avenue South, New York, NY 10016, U.S.A. ("Assignor"), and RETRO BRANDS, LLC, a Delaware limited liability company, with a principal place of business at 12451 NW 23rd St, Pembroke Pines, FL 33028 ("Assignee").

WHEREAS, Assignor is the owner of the common law trademark rights and U.S. registration related to the trademark listed on Schedule A hereto (collectively, the "Assigned Mark");

WHEREAS, Assignee is desirous of acquiring the full rights, title and interests in, to and under the Assigned Mark and the goodwill accrued in connection and associated therewith;

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated June 29 2007 (the "Agreement") through which the Assignee has agreed to purchase the Assigned Mark, any common law rights associated therewith, any registrations thereof, that portion of Assignor's existing business to which the Assigned Mark pertains, and the goodwill associated therewith, for the Total Purchase Price stated therein; and

WHEREAS, the Assignor and Assignee are parties to a certain Trademark Security Agreement dated June 29, 2007 in which Assignee has granted to Assignor a security interest in the Assigned Mark that shall be released upon the full performance and satisfaction of the terms and conditions therein.

NOW, THEREFORE, pursuant to said Agreement, in consideration of the foregoing and the mutual promises, the sum of ten dollars (\$10.00) paid by the Assignee to Assignor, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby assign, transfer, convey and set over unto Assignee its full rights, title and interests, including common law rights, in the United States, and in all countries and jurisdictions of the world, in, to and under the Assigned Mark, together with the goodwill of the business symbolized by said Assigned Mark, any registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Mark in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

ABSOLUT SPIRITS COMPANY, INCORPORATED

BY: MM

NAME: MICHAEL MISIOSKI

TITLE: CEO

DATE: 6/28/07

State of New York)
County of Nassau)

ss:

Before me, the undersigned notary, personally appeared Michael Misioski, who, being by me duly sworn did say that he/she is the CEO of Absolut Spirits Company, Incorporated, and that said instrument was signed on behalf of and with authority of said corporation and said Michael Misioski acknowledged said instrument to be the free act and deed of said corporation this 29 day of JUNE, 2007.

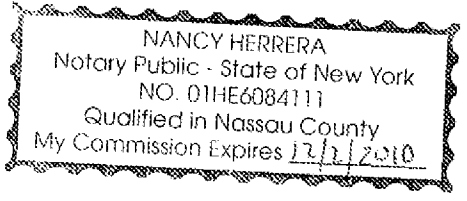
In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

12/02/2010

Nancy Herrera
(Notary Public)

[SEAL]



ASSIGNEE:

RETRO BRANDS, LLC

BY: Daniel K Gregory
NAME: Daniel K Gregory
TITLE: President
DATE: 6/28/07

State of Florida)
County of Broward)

ss:

Before me, the undersigned notary, personally appeared Daniel Gregory, who, being by me duly sworn did say that he/she is the president of Retro Brands, LLC., and that said instrument was signed on behalf of and with authority of said limited liability company and said Daniel Gregory acknowledged said instrument to be the free act and deed of said limited liability company this 28 day of June, 2007.


In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

OCT 30, 2009

Kathleen M. Franzone
(Notary Public)

[SEAL]

NOTARY PUBLIC-STATE OF FLORIDA
 Kathleen M. Franzone
Commission # DD474868
Expires: OCT. 30, 2009
Bonded Thru Atlantic Bonding Co., Inc.

SCHEDULE A

Assigned Mark

Trademark	Country	(App. No.)/Reg. No.	Class
SHAKKA	U.S.A.	3,074,545	33

WDC99 1406690-1.072400.0034