

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
River West Brands LLC		07/23/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brim Holdings LLC		
Street Address:	141 West Jackson Boulevard		
Internal Address:	Suite 3620		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78590052	BRIM	
Registration Number:	3066498	BRIM	
Registration Number:	3077302	FILL IT TO THE RIM WITH BRIM	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-807-4350		
Email:	trademarks@bellboyd.com, shakim@bellboyd.com		
Correspondent Name:	Sana Hakim		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	117414-27		
NAME OF SUBMITTER:	Sana Hakim		

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Signature:

/sh/

Date:

07/24/2007

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

23rd **THIS ASSIGNMENT OF TRADEMARKS** is made and entered into as of this day of July, 2007, by and between River West Brands LLC, a Delaware limited liability company with a principal place of business at 141 West Jackson Boulevard, Suite 3620, Chicago, Illinois 60604 ("Assignor"), and Brim Holdings LLC, a Delaware limited liability company with a principal place of business at 141 West Jackson Boulevard, Suite 3620, Chicago, Illinois 60604 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to the trademarks and trademark registrations set forth in Schedule A (the "Trademarks");

WHEREAS, Assignee is the successor to the ongoing and existing portion of the business of Assignor to which the Trademarks pertain;

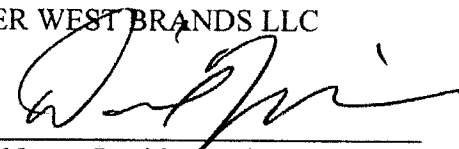
WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with all common law rights and goodwill of the business symbolized by the Trademarks, including the registrations, applications and any resulting registrations therefor, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past or present infringement or misappropriation of the Trademarks and the right to collect damages therefor and all income, royalties or payments due as of the date hereof or hereafter.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

RIVER WEST BRANDS LLC

By: 
Print Name: David P. Kuipers
Title: CFO

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of July, 2007, David P. Kuipers personally appeared before me, who is known by me to be the CFO of River West Brands LLC, the assignor above named, and acknowledged that he executed the foregoing Assignment of Trademarks on behalf of said assignor and pursuant to authority duly received

Notary Public
My commission expires _____

Schedule A

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
BRIM	78/135,447	June 13, 2002	3,066,498	March 7, 2006
FILL IT TO THE RIM WITH BRIM	78/175,759	October 17, 2002	3,077,302	April 4, 2006
BRIM	78/590,052	March 18, 2005		