

**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>
Foodmart International Corp.		01/21/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Bull GmbH		
<b>Street Address:</b>	Am Brunnen 1		
<b>City:</b>	Fuschl am See		
<b>State/Country:</b>	AUSTRIA		
<b>Postal Code:</b>	A-5330		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: AUSTRIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2579976	RED ICE	
Serial Number:	76321504	RED ENERGY DRINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)637-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-637-5687		
<b>Email:</b>	DCPTOTrademarkMail@hhlaw.com		
<b>Correspondent Name:</b>	Anna Kurian Shaw		
<b>Address Line 1:</b>	555 Thirteenth St., NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	087021-000026		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

CH \$65.00 2579976

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Anna Kurian Shaw

Signature:

/AKS/

Date:

04/09/2008

Total Attachments: 3

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## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the "**Assignment**") is by and between, on the one hand, Red Bull GmbH, a company, organized and existing under the laws of Austria with an address of Am Brunnen 1, Fuschl am See, 5330 Austria (hereinafter "**Assignee**"), and on the other hand, Foodmart International Corp., a corporation organized and existing under the laws of the State of New Jersey with an address at 175 Route 59, Spring Valley, New York 10977 ("**Foodmart**") (hereinafter "**Assignor**"). This Assignment is entered into and effective once it has been signed by all the foregoing parties.

**WHEREAS**, Assignor own various trademarks identified on the Schedule of Trademarks attached hereto as Exhibit A along with certain applications and registrations therefor (the "**Marks**");

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks from Assignor; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Rights and Retention of Liabilities.** Assignor hereby assign to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks throughout the world together with the goodwill of the business symbolized by the Marks, including, but not limited to, all common law rights and trademark applications and registrations therefor. Assignor further assigns to Assignee the right to apply for trademark, trade name, domain name and other registrations and protections for the Marks and to sue and collect damages and/or profits for both past, present and future infringements of the Marks. Notwithstanding the foregoing, Assignor shall retain all liabilities relating to the Marks and/or products or other materials bearing one or more of the Marks, which are based upon or arise from acts by or on behalf of Assignor or Mon Chong Loong Trading Co. ("**Foodmart/MCL Claims**"), and further shall indemnify and hold harmless Assignee and its affiliates and subsidiaries as to all expenses, costs, attorneys' fees, judgments, settlements and payments incurred thereby as a result of all Foodmart/MCL Claims. Assignor agrees to maintain product liability and general commercial insurance for a period of five (5) years from the Effective Date in amounts that are commercially reasonable in accordance with the custom and usage in the beverage trade at Assignor's sole expense to provide coverage for any Foodmart/MCL Claims. Assignor will provide Assignee with proof of such insurance on or before the Effective Date of this Assignment, and thereafter as requested by Assignee, and will notify Assignee promptly of any cancellation or lapse of such insurance.

2. **Further Assurances.** At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's right, title and interest to the Marks and any and all trademark applications and registrations therefor, and to assist Assignee in exercising all rights with respect thereto.

3. **Representations and Warranties.** Foodmart represents and warrant s (i) that it has not licensed any of the Marks to any other person or entity or granted any trademark rights with respect to the Marks to any other person or entity, (ii) that to the best of its knowledge and belief its right, title and interest in the Marks is not encumbered by or subject to any claim, lien, judgment, pledge, security interest, conditional sale agreement, encumbrance or other right of any third party, and (iii) it has all

authority necessary to enter into this Assignment, that the execution and delivery of this Assignment has been duly and validly authorized, and that its execution of this Assignment and performance of its obligations hereunder shall not violate or conflict with any other agreement to which it is a party or provision of its Certificate of Incorporation or By-laws.

4. **Effectiveness.** This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

5. **Recordal.** Assignee shall record this Assignment of Trademarks with any Trademark Office as determined in its sole discretion.

6. **Entire Agreement.** This Assignment (including Exhibit A) contains the entire agreement between the parties with respect to the subject matter expressed herein. It supersedes and cancels any prior oral or written indications, undertakings, understandings, agreements, or negotiations concerning the subject matter of this Assignment. This Assignment may not be altered in any respect except in writing signed by both parties.

7. **Controlling Law.** This Assignment shall be interpreted and construed under the laws of the State of California (excluding the choice of law rules thereof).

8. **Execution.** This Assignment may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Assignment shall constitute a fully-executed agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year written below.

**RED BULL GMBH**

By: Dr. Volker Viechtbauer  
Dr. Roland Concin

Title: Authorized Representatives

Date: January 21, 2008

**Red Bull GmbH**

A-5330 Fuschl am See · Am Brunnen  
Tel: 0662-6582-0 · Fax: 0662-6582-701

**FOODMART INTERNATIONAL CORP.**

By: [Signature]

Title: President

Date: 1/21/08

**EXHIBIT A**

**SCHEDULE OF TRADEMARK APPLICATIONS & REGISTRATIONS**

<b>MARK</b>	<b>APPL./REG. NO. (If Any)</b>
RED ICE	U.S. Reg. No. 2,579,976
RED ICE ENERGY DRINK	N/A
RED ENERGY DRINK	U.S. Appl. Serial No. 76/321,504
Trade dress comprising one or more of the RED ICE Word Marks (i.e. RED ICE, RED ENERGY DRINK or RED ICE ENERGY DRINK) and a blue/silver or blue/silver/red color combination	N/A

**COUNTRIES IN WHICH THE MARKS HAVE BEEN USED**

<b>MARK</b>	<b>COUNTRIES</b>
RED ICE	United States
RED ICE ENERGY DRINK	United States
RED ENERGY DRINK	
Trade dress comprising one or more of the RED ICE Word Marks (i.e. RED ICE, RED ENERGY DRINK or RED ICE ENERGY DRINK) and a blue/silver or blue/silver/red color combination	United States