

04-16-2008

# RECORDATION FORM TRADEMARK



To the Director of the U. S. Patent and Trademark Office: Please print

103497267

sheet(s) below.

4-16-08

### 1. Name of conveying party(ies):

Lansmen, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Colorado

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 8, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Xing Beverage LLC

Internal

Address: \_\_\_\_\_

Street Address: 1700 East 68th Avenue

City: Denver

State: Colorado

Country: USA Zip: 80229

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other LLC Citizenship Colorado

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,289,696

Additional sheet(s) attached?  Yes  No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

XING TEA

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Grant R. Clayton

Internal Address: (T11465)

Street Address: P.O. Box 1909

City: Sandy

State: UT Zip: 84091

Phone Number: 801-255-5335

Fax Number: 801-255-5338

Email Address: gclayton@chcpat.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0836

Authorized User Name Grant R. Clayton

### 9. Signature:

[Signature]  
Signature

15 April 2008  
Date

Grant R. Clayton

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

T R A D E M A R K   A S S I G N M E N T

WHEREAS, LANSMEN, LLC, also known as LANSMEN (hereinafter referred to as "ASSIGNOR"), a limited liability company duly organized and existing under the laws of the State of Colorado and having a principal place of business at 1700 East 68th Avenue, Denver, Colorado 80229, is the owner of certain right, title, and interest in and to the registration (hereinafter referred to as the "Registration") and the trademark listed in Table A (hereinafter referred to as the "Mark").

| TABLE A      |          |               |                             |                            |
|--------------|----------|---------------|-----------------------------|----------------------------|
| CHC Ref. No. | Mark     | Jurisdiction  | Serial No. & Filing Date    | Reg. No. & Reg. Date       |
| T11465       | XING TEA | United States | 77/050,595<br>Nov. 25, 2006 | 3,289,696<br>Sep. 11, 2007 |

WHEREAS, XING BEVERAGE LLC, also know as XING BEVERAGES LLC (hereinafter referred to as "ASSIGNEE"), a limited liability company duly organized and existing under the laws of the State of Colorado, having a principal business office at 1700 East 68<sup>th</sup> Avenue, Denver, Colorado 80229, is desirous of acquiring all right,

WHEN RECORDED RETURN TO:

Grant R. Clayton (T11465)  
Clayton, Howarth & Cannon, P.C.  
P.O. Box 1909  
Sandy, Utah 84091

title and interest in and to the Mark and the Registration held by ASSIGNOR.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the ASSIGNOR by the ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE any and all right, title and interest which it may hold in and to the Mark and to the Registration, along with the portion of the ASSIGNOR's ongoing and existing business to which the Mark pertains, *together with the goodwill of the business symbolized by and associated with the Mark, as well as the right to bring legal actions for infringement of any of the Mark, including past infringement and the right to receive damages for any past infringement and all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.*

Assignor agrees that it will cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Marks, including in the United States of America and registrations outside of the United States of

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America, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

The ASSIGNOR hereby authorizes and requests all trademark issuing officials and entities, including the United States Commissioner of Trademarks and any such officials in countries other than the United States as are duly authorized by the applicable laws to register trademarks, to issue any and all certificates of registration of the Mark to the ASSIGNEE as the owner of the ASSIGNOR's entire interest in said Mark and said Registration, for the use and behoof of the said ASSIGNEE, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon any and all successors of the ASSIGNOR.

Dated this 8<sup>th</sup> day of APRIL, 2008.

LANSMEN, LLC

  
By: MARK F. FIACCONI  
Title: Managing Partner

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TRADEMARK  
REEL: 003762 FRAME: 0601

STATE OF Colorado )  
 ) SS  
COUNTY OF Boulder )

On this 8th day of April, 2008, before me personally appeared Mark Friedland, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he/she has read the same and knows the contents thereof and that he/she executed the same as his/her free act and deed, on behalf of the identified limited liability company with authority to do so, for the purposes set forth therein.

Deborah S. Roberts  
NOTARY PUBLIC  
Residing at: 542 Evans Ct.  
Berall, Co 81621

My Commission Expires:  
11.17.2008

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