

**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>
Lifestyle Ventures, LLC		04/28/2008	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fuzion Food Group USA, Inc.		
<b>Street Address:</b>	501 W. 27th Street		
<b>City:</b>	Sioux Falls		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57105		
<b>Entity Type:</b>	CORPORATION: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2506090	HOT JAVA COOL BLUES BEANS WITH A BEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(605)339-3357		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	605.336.3890		
<b>Email:</b>	Troy.Leonard@woodsfuller.com		
<b>Correspondent Name:</b>	Troy Leonard		
<b>Address Line 1:</b>	300 S. Phillips Ave., Suite 300		
<b>Address Line 4:</b>	Sioux Falls, SOUTH DAKOTA 57104		
<b>ATTORNEY DOCKET NUMBER:</b>	11402-32328		
<b>NAME OF SUBMITTER:</b>	Troy Leonard		
<b>Signature:</b>	/troy leonard/		
<b>Date:</b>	05/07/2008		

OP \$40.00 2506090

Total Attachments: 1  
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# TRADEMARK ASSIGNMENT

This Trademark Assignment is made this ~~28<sup>th</sup>~~ <sup>April 2008</sup> day of ~~November~~ 2007, by Lifestyle Ventures, LLC (Assignor herein), to Fuzion Food Group USA, Inc a South Dakota corporation (Assignee herein) having its principal place of business at 501 West 27<sup>th</sup> Street, Sioux Falls, South Dakota 57105.

WITNESSETH:

WHEREAS Assignor has adopted and used the mark *Hot Java Cool Blues, Beans With A Beat* & design which was registered by the United States Patent & Trademark Office on November 13, 2001 and issued Reg. No. 2506090 (hereinafter referred to as the Subject Mark); and

WHEREAS Assignor desires to transfer and assign the Subject Mark to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Subject Mark along with all goodwill connected with and symbolized by said Subject Mark.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Andrew Revella, for and on behalf of Assignor, hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Subject Mark together with all goodwill of the business symbolized thereby or connected therewith. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date. This transfer to Assignee includes, without limitation, all common law rights, interests and goodwill as may have been acquired by Assignor from the use of said Subject Mark.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

Lifestyle Ventures, LLC

  
By Andrew Revella  
Its Andrew Revella