

**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>
Brand Name Management, Inc.		07/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	High Voltage Beverages, LLC		
<b>Street Address:</b>	60 Madison Avenue		
<b>Internal Address:</b>	c/o APC Funding Group, Suite 1215		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3230068	VOLT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-851-8100		
<b>Email:</b>	philipdocketing@reedsmith.com		
<b>Correspondent Name:</b>	Jeffrey A. Porter		
<b>Address Line 1:</b>	P.O. Box 7990		
<b>Address Line 2:</b>	Intellectual Property		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19101-7990		
<b>ATTORNEY DOCKET NUMBER:</b>	262721.60001		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. Porter		
<b>Signature:</b>	/Jeffrey A. Porter/		

OP \$40.00 3230068

Date:

08/01/2008

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 30<sup>th</sup> day of July, 2008, by and between Brand Name Management, Inc., a Delaware corporation having a place of business at c/o APC Funding Group, 60 Madison Avenue, Suite 1215, New York, NY 10010 ("Assignor") and High Voltage Beverages, LLC, a Delaware limited liability company having a place of business at c/o APC Funding Group, 60 Madison Avenue, Suite 1215, New York, NY 10010 (the "Assignee" and together with Assignor, the "Parties," and each a "Party"), pursuant to that certain Contribution Agreement, dated July 30, 2008, by and between the Parties (the "Contribution Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Contribution Agreement.

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to grant, sell, assign, transfer, convey, set over and deliver to Assignee, the Contributed Assets, including *inter alia*, the trademarks set forth on Schedule A hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Conveyance and Assignment. Assignor does hereby grant, sell, assign, transfer, convey, set over and deliver to Assignee all right, title and interest in and to the Assigned Trademarks, including any goodwill associated therewith, to have and to hold the same unto Assignee, its successors and assigns, forever. This assignment of the Assigned Trademarks includes, without limitation, the right to apply for registration of any and all of such trademarks and trade names in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations, and the right to claim for any and all damages by reason of past infringement of any of such trademarks or trade names, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns.

2. Title. Assignor represents and warrants that: (i) Assignor has good and marketable title to the United States Trademark Registration No. 3,230,068 for the word mark "VOLT" (the "VOLT Registration"), free and clear of all Encumbrances or restrictions on transfer; and (ii) to the best of Assignor's knowledge, Assignor has good and marketable title to the Assigned Trademarks, other than the VOLT Registration, free and clear of all Encumbrances or restrictions on transfer.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful agent and attorney in fact of Assignor with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor, but on behalf and for the benefit of Assignee and its successors and assigns, from time to time to do all things legally permissible, required or deemed necessary, advisable or appropriate by Assignee or its successors and assigns to confirm, record or otherwise secure formally the rights granted to Assignee pursuant to this

Assignment, in all instances in such manner as Assignee or its successors or assigns may deem necessary, advisable or appropriate. Assignor hereby declares and agrees that the foregoing power is coupled with an interest and is and shall be irrevocable by Assignor.

4. Further Assurances. The Parties each agree at any time and from time to time after the date hereof, at the other Party's request and without further consideration, to promptly execute and deliver all such further documents and other instruments or perform such acts as the requesting Party may request in order to give effect to the provisions of this Assignment.

5. Binding Effect; Assignment. All of the terms and provisions of this Assignment shall be binding upon, inure to the benefit of and be enforceable by each of the Parties hereto and their respective heirs, legal representatives, executors, successors and assigns. Assignor may not assign its rights and obligations under this Assignment without the prior written consent of Assignee.

6. Governing Law. This Assignment has been entered into and shall be construed and enforced in accordance with the Laws of the State of Delaware without reference to the choice of law or conflicts of law principles thereof that would require the application of the law of a jurisdiction other than the State of Delaware.

7. Authority. Assignor represents and warrants to Assignee that it has full corporate power and authority to execute and deliver this Assignment and to perform its obligations hereunder. All corporate and other action on the part of Assignor and its officers and directors necessary for the authorization, execution and delivery of this Assignment and the performance of all obligations of Assignor hereunder has been taken. This Assignment constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms.

8. Conflicts with Contribution Agreement. Nothing contained herein shall in any way be construed to supersede, modify, replace, amend or affect the provisions of the Contribution Agreement, including, without limitation, the warranties, covenants, agreements, conditions or representations set forth therein, or to defeat, impair, limit, expand or enlarge in any way the rights, claims or remedies of either Party under the Contribution Agreement, including, without limitation, the Assignor's restrictive covenant and indemnification obligations thereunder. In the event of a conflict between the terms and conditions set forth in this Assignment and the terms and conditions set forth in the Contribution Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Contribution Agreement shall prevail, govern and control in all respects.

9. Severability. If any provision of this Assignment shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Assignment, all of which shall remain in full force and effect.

10. Waiver. Waiver by either Party of any breach or failure by either Party to enforce the terms and conditions of this Assignment, at any time, shall not in any way

11. affect, limit, or waive the right of that Party thereafter to enforce and compel strict compliance with any term or condition hereof.

12. Specific Performance. Assignor acknowledges that irreparable harm will result in the event of a breach of any provision of this Assignment. Hence, Assignor agrees that in the event of such a breach, the Assignee shall be entitled, in addition to any other legal or equitable relief, damages, and remedies to which it may be entitled or which may be available, to an injunction to restrain the breach of this Assignment or compel performance of this Assignment in accordance with its terms.

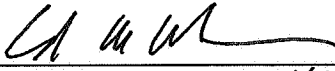
13. Headings. The headings in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

14. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or scanned e-mail attachment, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first written above.

ASSIGNEE:

HIGH VOLTAGE BEVERAGES, LLC

By: 

Name: Edward W. Millsten

Title: President

ASSIGNOR:

BRAND NAME MANAGEMENT, INC.

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 003827 FRAME: 0415**

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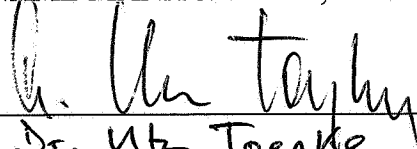
ASSIGNEE:

HIGH VOLTAGE BEVERAGES, LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

BRAND NAME MANAGEMENT, INC.

By:   
Name: Dr. Ute Toepke  
Title: President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 003827 FRAME: 0416**

**SCHEDULE A**

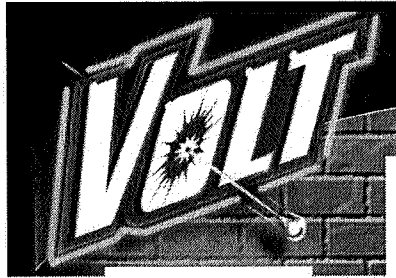
**Assigned Trademarks**

***U.S. Trademark Registration:***

<b><u>Trademark</u></b>	<b><u>Int'l Reg. No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Class</u></b>
"VOLT"	3,230,068	04/17/2007	032

***Unregistered Marks:***

- The "VOLT" Logo:



- Variations of the registered and unregistered trademarks listed on this Schedule A.

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :

STATE OF CT : SS

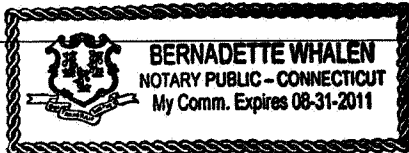
COUNTY OF Fairfield :

On this 31<sup>st</sup> of July, 2008, before me personally appeared UTZ TOEPKE to me known and being duly sworn, deposes and says that he is the PRESIDENT of BRAND NAME MANAGEMENT, INC., the Assignor described in the foregoing Assignment; that he signed the Assignment as such officer pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

*Bernadette Whalen*

Notary Public

My Commission Expires:





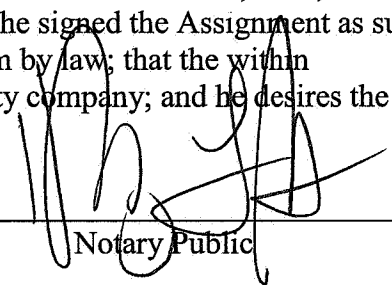
**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :

STATE OF NEW JERSEY : SS

COUNTY OF ATLANTIC :

On this 30<sup>th</sup> of JULY, 2008, before me personally appeared Edward W. Millstein, to me known and being duly sworn, deposes and says that he is the President of HIGH VOLTAGE BEVERAGES, LLC, the Assignee described in the foregoing Assignment; that he signed the Assignment as such manager/officer pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

July 29, 2013

