

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boo Koo Beverages, Inc.		04/03/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Holigan Racing, L.P.
Street Address:	15950 North Dallas Parkway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75248
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77008942	BOO KOO WET VITAMINS
Serial Number:	77032101	WET VITAMINS
Serial Number:	77300672	BOO KOO BURNER
Registration Number:	3117993	BOO KOO
Registration Number:	3130644	MOTO ENERGY
Registration Number:	3061589	PURE POWER

CORRESPONDENCE DATA

Fax Number: (713)437-5358
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-1112
 Email: michael.samardzija@bgllp.com
 Correspondent Name: Michael R. Samardzija
 Address Line 1: 711 Louisiana St.
 Address Line 2: Suite 2300
 Address Line 4: Houston, TEXAS 77002

OP \$165.00 77008942

ATTORNEY DOCKET NUMBER:	041360.03
NAME OF SUBMITTER:	Michael R. Samardzija
Signature:	/mrs/
Date:	10/17/2008
Total Attachments: 6 source=BookKooSecurityAgreement#page1.tif source=BookKooSecurityAgreement#page2.tif source=BookKooSecurityAgreement#page3.tif source=BookKooSecurityAgreement#page4.tif source=BookKooSecurityAgreement#page5.tif source=BookKooSecurityAgreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of April 3, 2008, Boo Koo Beverages, Inc., a Delaware corporation, (the "Grantor") and Holigan Racing, L.P., a Texas limited partnership, as secured party (the "Secured Party").

WHEREAS, the Grantor has executed and delivered in favor of the Secured Party that certain Guarantee and Security Agreement dated April 3, 2008, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein, and not otherwise defined herein, have their respective meanings given them in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor have granted to the Secured Party, a security interest in, among other property, all Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to the principles of conflicts of law thereof.

[Signature Contained on the Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOO KOO BEVERAGES, INC.

By: [Signature]
Name: Stephen C. Ruffin
Title: COO/CFO

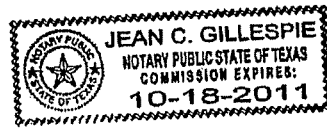
ACKNOWLEDGMENT

STATE OF Texas :
COUNTY OF Dallas : SS

Before me, the undersigned, a Notary Public, on this 3rd day of April, 2008, personally appeared Stephen C. Ruffin, to me known personally, who, being by me duly sworn, did say that [s]he is the COO/CFO of each of Boo Koo Beverages, Inc. and Boo Koo Holdings, Inc., each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be [her] [his] free act and deed.

Notary Public Jean C. Gillespie
My Commission Expires: 10-18-2011

(SEAL)



Schedule A

Patents

None

Schedule B

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Boo Koo ®	US #3,117,993	July 18, 2006	July 18, 2016
Moto Energy®	US #3,130,644	August 15, 2006	August 15, 2016
Pure Power®	US #3,061,589	February 28, 2006	February 28, 2016

Trademark Applications

<u>Trademark Application*</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Boo Koo Wet Vitamins	US #77008942	July 31, 2007
Wet Vitamins	US #77032101	July 31, 2007
Boo Koo Burner	US # 77300672	October 10, 2007
Boo Koo	CAN #1340717	March 23, 2007
Boo Koo Energy	CAN #1340723	March 23, 2007

*The pending applications should be maintained confidential

Trademark Licenses

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Licensor</u>
N/A				

Schedule C
Copyrights

None.

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RECORDED: 10/17/2008

TRADEMARK
REEL: 003873 FRAME: 0149