

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Throwdown Industries, Inc.		05/22/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Cott Beverages Inc.		
Street Address:	5519 W. Idlewild Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77393349	OFFICIAL ENERGY DRINK OF MIXED MARTIAL ARTS	
Serial Number:	77393351	TO CONQUER WITHOUT RISK IS TO TRIUMPH WITHOUT GLORY	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-842-8800		
Email:	weyback@dbr.com		
Correspondent Name:	Mary Pat Weyback		
Address Line 1:	1500 K St. NW Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	31570/157423		
NAME OF SUBMITTER:	Mary Pat Weyback		
Signature:	/Mary Pat Weyback/		

OP \$65.00 77393349

Date:

10/28/2008

Total Attachments: 4

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ASSET PURCHASE AND COPYRIGHT LICENSE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated effective as of May 22, 2008 (the "Effective Date"), is entered into by and between THROWDOWN INDUSTRIES, INC., a California corporation ("Seller") and COTT BEVERAGES INC., a Georgia corporation, ("Purchaser"), collectively referenced herein as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Seller is the owner in the United States and in Canada of the trademarks "Throwdown," the "Throwdown logo," and various other trademarks and copyrighted designs, drawings, and creations related to beverages which are collectively referred herein as the "IP Assets," a list of which are set forth in attached Exhibit A.

WHEREAS, Seller and Purchaser entered into an intellectual property license agreement on July 20, 2007 (the "License Agreement"), which the Parties now wish to terminate;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the IP Assets, subject to the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants, agreements, and conditions hereinafter set forth, including good and valuable consideration, the sufficiency of which the Parties acknowledge, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS, COPYRIGHT LICENSE AND ATHLETE ENDORSEMENT

Section 1.1 IP Assets Assignment.

(a) Seller does hereby irrevocably and in perpetuity sell, grant, convey, transfer, and assign unto Purchaser, its successors and assigns, and Purchaser hereby accepts from Seller, all right, title and interest, in the United States and throughout the world, including without limitation all worldwide federal, state and foreign applications and registrations, worldwide statutory and common law rights, and all moral rights, in and to the IP Assets.

(b) With the exception of the IP Assets which are transferred from Seller to Purchaser pursuant to this Agreement, and subject to the terms of Section 1.2 herein, Purchaser shall not have any rights by virtue of this Agreement to any names, trademarks, trade names, trade dress or copyrights relating to Seller or to Seller's products and/or services outside of those identifying beverages.

(c) Subject to Sections 3.1 and 5.4 herein, title to and risk of loss of the IP Assets will pass to Purchaser on the Effective Date.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, individually or by its duly authorized officers, as of the day and year first above-written.

SELLER:

THROWDOWN INDUSTRIES, INC.

By: _____
Name: Michael McIntyre
Title: President
Date: _____

PURCHASER:

COTT BEVERAGES INC.

By: David E. Vautier
Name: DAVID E VAUTIER
Title: SVP MKtg & Innovation
Date: 5-27-08

COTT BEVERAGES INC.

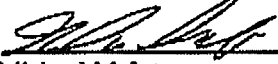
By: Juan R. Figueroa
Name: JUAN R FIGUEROA
Title: CHIEF FINANCIAL OFFICER
Date: 5/27/08

Approved as to legal form
[Signature]
Cott Legal Dept.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, individually or by its duly authorized officers, as of the day and year first above-written.

SELLER:

THROWDOWN INDUSTRIES, INC.

By: 
Name: Michael McIntyre
Title: President
Date: 5/22/08

PURCHASER:

COTT BEVERAGES INC.

By: _____
Name: _____
Title: _____
Date: _____

COTT BEVERAGES INC.


By: _____
Name: _____
Title: _____
Date: _____


Legal Dept.



**EXHIBIT A
"IP ASSETS"**

TRADEMARKS

Applications Filed with U.S. Trademark Office

Trademark	U.S. Application No.
Official Energy Drink of Mixed Martial Arts	77-393349
Throwdown & "T" Anvil Design 	77-195751
To Conquer without Risk is to Triumph without Glory	77-393351

Applications Filed with Canadian Intellectual Property Office

Trademark	Canadian Application No.
Official Energy Drink of FMX Freestyle Motocross & Design 	1357424
Official Energy Drink of MMA Mixed Martial Arts & Design 	1357425
The Official Energy Drink of FMX	1357012
The Official Energy Drink of Free Style Motocross	1357006
The Official Energy Drink of Mixed Martial Arts	1357010
The Official Energy Drink of MMA	1357011