

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
Majestic Brands, Inc.		03/01/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Liquid Arts Beverage Group, LLC
Street Address:	145 Town and Country Drive
Internal Address:	Suite 104
City:	Danville
State/Country:	CALIFORNIA
Postal Code:	94526
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77252882	ENTICE
Registration Number:	3366976	EVIL SPIRITS
Registration Number:	2712380	GLACIER BAY
Serial Number:	78858213	TEQUILA CORTEJO
Serial Number:	77254193	VAQUA
Serial Number:	78849946	808

CORRESPONDENCE DATA

Fax Number: (707)255-6876
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 707-252-7122
 Email: tmdept@dpf-law.com
 Correspondent Name: J. Scott Gerien
 Address Line 1: 809 Coombs Street
 Address Line 4: Napa, CALIFORNIA 94559

CH \$165.00 77252882

NAME OF SUBMITTER:	J. Scott Gerien
Signature:	/J. Scott Gerien/
Date:	01/08/2009
Total Attachments: 5 source=Majestic Assignment#page1.tif source=Majestic Assignment#page2.tif source=Majestic Assignment#page3.tif source=Majestic Assignment#page4.tif source=Majestic Assignment#page5.tif	

ASSIGNMENT OF BUSINESS ASSETS

This ASSIGNMENT OF BUSINESS ASSETS ("Assignment") is made as of March 1, 2008, (the "Effective Date") by and between Majestic Brands, Inc. ("Assignor") and Liquid Arts beverage Group, LLC, a California limited liability company ("Assignee"). For purposes of this Assignment, each signatory party to this Assignment may be referred to individually as "Party" and collectively as "Parties". The assignment and issuance of Units hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 721.

Recitals

WHEREAS, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in any and all rights in all of its business assets, including all tangible and intangible property, including intellectual property owned or lawfully used by Assignor in its flavored alcoholic beverage business, which Assets are described more particularly in Exhibit A.

WHEREAS, for and in consideration of the assignment of the Assets, Assignee shall issue to Assignor 16,800,000 membership units in and to Liquid Arts Beverage Group, LLC evidenced by a certificate in the form attached as Exhibit "B" hereto;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Terms and Conditions

1. **Assignment and Delegation.** Assignor assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assets. Assignee accepts the assignment to it by Assignor of all of Assignor's right, title and interest in and to, and the delegation to it by Assignor of all the Assets, and in exchange therefore, issues to Assignor the membership interest described above. Such membership interest shall be the only consideration required of Assignee with respect to the subject matter of this Agreement. Assignor shall sign Assignee's Subscription Agreement upon request.
2. **Further Assurances by Assignor.** Assignor covenants that at any time and from time to time, on written request, Assignor will execute and deliver to Assignee any new or confirmatory instruments or documents that Assignee may reasonably request in order to give full effect to this Assignment; and to protect Assignee's right, title and interest in and to the Assets or to otherwise realize or enjoy such rights in and to the Assets.
3. **Assignor's Covenants.** Assignor covenants that upon the Effective Date, (a) Assignor has not transferred or assigned any right or interest in or to the Assets, and

that the Assets is free of any liens, claims or encumbrances; (b) that Assignor has not made and will not make or execute any other assignment of all or any part of the Assets without Assignee's prior written consent; and (c) that Assignor will not amend, terminate, assign, sell, pledge, transfer or otherwise encumber in any way any of Assignor's right, title or interest in said Assets.

4. Assumption of Liabilities. Except as otherwise provided herein, Assignee hereby assumes all liabilities associated with the Assets, including the contractual liabilities for servicing any and all customer accounts included in the Assets.

5. Appointment of Attorney-in-Fact. Assignor irrevocably appoints Assignee as Assignor's agent (attorney-in-fact), which appointment is coupled with an interest, to make, demand, exercise, enforce, and in all other ways take any action or make any decision that Assignor may or can make or take regarding Assignor's rights in and to the Assets.

6. Indemnification. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, claims, causes of action, suits, damages and expenses (including reasonable attorneys' fees and expenses in actions involving third parties or between the parties hereto) which Assignor is or becomes liable for, or may incur arising from or otherwise related in any way to the Assets including, but not limited to, any liability arising from the asserted infringement of another's design patent, trademark, copyright or other proprietary rights. If any action or proceeding shall be brought or asserted against Assignor in respect of which indemnity may be sought from Assignee under this paragraph, Assignor shall promptly notify Assignee thereof in writing, and Assignee shall assume and direct the defense thereof. Assignor may thereafter, at its own expense, be represented by its own counsel in such action or proceeding.

7. Binding Arbitration. The parties agree that any and all controversies that arise out of this Agreement and the interpretation of its provisions shall, on the request of any party by written notice, be resolved by final and binding arbitration in Contra Costa County, California in accordance with the terms of this Agreement. ASSIGNEE AND ASSIGNOR HEREBY EXPRESSLY WAIVE THEIR ENTITLEMENT, IF ANY, TO HAVE ALL CLAIMS AND CONTROVERSIES BETWEEN THEM DECIDED BY A COURT OR A JURY. Unless the parties agree in writing to the contrary, the arbitration shall be conducted, and the arbitrator shall be selected, pursuant to the then-current Commercial American Arbitration Association (AAA) rules. The controversy shall be heard by a single arbitrator, whose decision shall be final, binding and conclusive upon the parties. The award of the arbitrator shall be in writing, shall set out the reasons for the award, shall be in accordance with applicable law, and shall be supported by substantial evidence. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the arbitration award and an order of enforcement, as to the party seeking to enforce the arbitration award may elect. The cost of all dispute resolution proceedings in this Agreement including arbitration costs, shall be borne equally by the parties. However, in the event that there is a prevailing party in the arbitration, such

party shall be entitled to recover its attorney's fees, costs, damages, and expenses from the non-prevailing party. The prevailing party will be that party who may be fairly said by the arbitrator to have prevailed on the major disputed issues. The arbitrator shall have full authority to decide any and all matters in controversy or dispute between the parties; provided that he or she shall not have authority to vary the terms of this Agreement (including any applicable policies of the Company), and further provided that, in conducting the arbitration and rendering his or her decision, the arbitrator shall apply all applicable California, Federal or other substantive law and shall apply the applicable rules of evidence. All arbitration proceedings conducted shall be pursued privately, and none of the parties shall disclose or publicize the fact, or the result, of any such arbitration except (i) as may be required by law, (ii) for the purpose of pursuing the right of modification or review as set forth in the United States Arbitration Act, or (iii) as such disclosure may be required to bankers, lenders, accountants, and/or auditors.

8. General Provisions.

(a) Entire Agreement. This Assignment includes all exhibits and attachments hereto and constitutes the entire agreement and understanding of the parties hereto and supersedes all other prior understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter of this Assignment.

(b) Notices. All notices, requests, demands, and other communications under this Assignment by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by any nationally recognized overnight service. Notices must be addressed to the parties at the addresses indicated on the signature portion of this Assignment, but each party may change the address by giving written notice in accordance with this Section. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs first. Notices sent by overnight service or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing.

(c) Severability. If any provision (or portion thereof) of this Assignment is declared by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions (including other portions of a provision having an invalid portion) shall remain in full force and effect and, as far as possible, the arbitrator or court shall limit the scope or application of the affected clause to the least extent possible in order that it may be valid and enforceable.

(d) Attorneys' Fees. If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorneys' and expert fees.

(e) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its choice of law provisions.

(f) Confidential Information. Assignor will not use or disclose anything assigned to the Assignee hereunder or any other technical or business information or plans of Assignee, except to the extent Assignor can document that it is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 7(f), that such a breach would irreparably harm the Assignee and that the Assignee is entitled to equitable relief including, without limitations, injunctions with respect to any such breach or potential breach in addition to other remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first indicated above.

Assignor
Majestic Brands, Inc.

By: *Jason Khan*

President / CEO

85 Town + Country # 12

Address *Danville, CA 94526*

Assignee

Liquid Arts Beverage Group, LLC,
California limited liability company

By: *Jason Khan*

President / CEO

125 Town + Country # 101

Address *Danville, CA 94526*

Exhibit A

Assets Assigned

1 Furniture, fixtures, equipment, leasehold improvements, leasehold interest and improvements in offices located at 145 Town & Country Dr., Suite 102, Danville, California 94526, all customer accounts/contracts, including, but not limited to, those set forth in Schedule 1, attached hereto.

2 All cash, certificates of deposit, instruments conditionally or otherwise convertible to cash, and accounts receivables.

3 All intellectual property, including patent applications or resulting patents, divisions, extensions, or re-issuances, trade secrets, know how, knowledge, processes, designs, trademarks, service marks, copyrights (whether registered or unregistered), topography rights, and all rights of a similar nature or effect anywhere in the world which are owned by Assignor, now or in the future, and all associated good will of Assignor in and to the following brands:

Glacier Bay
California Cooler
808
Vaqua
Vin-Oh!
Entice
Cortejo
Liquid Arts
Evil Spirits

4 Barton Earnout: All payments Assignor is or shall be entitled to receive under paragraph 2.7, "Earnout," of the "Asset Purchase Agreement" entered into on October 11, 2005 with Barton Brands Ltd, a Delaware corporation

5 Accounts and account contracts per attached schedules.