

**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>
EGO Energy and Beverage Corporation		03/12/2009	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EVO Beverage and Distribution, LLC		
<b>Street Address:</b>	1111 E. Draper Parkway		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77554273	EVOLUTION ENERGY	
<b>Serial Number:</b>	77576727	YUZÜ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)328-1707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801-533-9800		
<b>Email:</b>	rgilmore@wnlaw.com		
<b>Correspondent Name:</b>	Richard C. Gilmore		
<b>Address Line 1:</b>	60 East South Temple		
<b>Address Line 2:</b>	1000 Eagle Gate Tower		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	17832.7/.10		
<b>NAME OF SUBMITTER:</b>	Richard C. Gilmore		
<b>Signature:</b>	/Richard C. Gilmore/		

OP \$65.00 77554273

Date:

03/29/2009

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

WHEREAS, EGO Energy and Beverage Corporation, a Utah Corporation, having offices at 1111 East Draper Parkway, Suite 300, Draper, UT 84020 (hereinafter "Assignor"), intends to use, has used, has adopted, and/or is using, and is the owner of all right, title, and interest in and to the trademarks and trademark applications listed in attached Schedule A (hereinafter the "Marks");

WHEREAS, EVO Beverage and Distribution, LLC, a Utah corporation, having offices at 1111 East Draper Parkway, Suite 300, Draper, UT 84020, (hereinafter "Assignee") desires to acquire the entire right, title, and interest in and to the Marks; and

WHEREAS, Assignor desires to convey, transfer and assign to Assignee all of its right, title and interest in and the Marks.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title and interest in and to the Marks in the United States and all jurisdictions outside the United States, together with (1) the goodwill of the business symbolized by and associated with the marks; (2) all income, royalties and damages due or payable to Assignor with respect to the Marks, including without limitation damages and any payments for past, present or future infringements or misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries and state trademark offices as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of

the marks to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Marks.

This Assignment and Agreement shall be binding upon my heirs and legal representatives.

**ASSIGNOR:**

EGO Energy and Beverage Corporation

BY: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

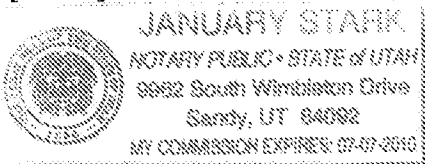
Date: \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On March 12 2009, before me, David VanKomen, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



\_\_\_\_\_  
Signature

ASSIGNEE:

EVO Beverage and Distribution, LLC

BY: [Signature]

Name Printed: David Van Komen

Title: CEO/President

Date: 3/12/2009

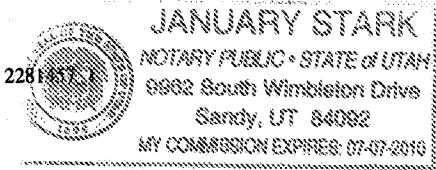
STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

On March 12, 2009, before me, David Van Komen, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

[Signature]  
Signature



**SCHEDULE A**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
U.S.	77/554,273	08/23/2008	EVOLUTION ENERGY
U.S.	77/576,727	09/23/2008	YUZU

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