

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Contract to Assign Trademark	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
High Energy Holdings LLC		02/27/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prohibition Beverage, Inc.		
<b>Street Address:</b>	722 N. 2nd Street, #103		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19123		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78714374	CANDY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)778-5499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	503-778-5320		
<b>Email:</b>	almurray@dwt.com		
<b>Correspondent Name:</b>	J. Alfred Murray, Davis Wright Tremaine		
<b>Address Line 1:</b>	1300 SW Fifth Avenue, Suite 2300		
<b>Address Line 4:</b>	Portland, OREGON 97201-5630		
<b>ATTORNEY DOCKET NUMBER:</b>	PROHIBITION BEVERAGE		
<b>NAME OF SUBMITTER:</b>	J. Alfred Murray, Davis Wright Tremaine		
<b>Signature:</b>	/J. Alfred Murray/		
<b>Date:</b>	05/06/2009		

CH \$40.00 78714374

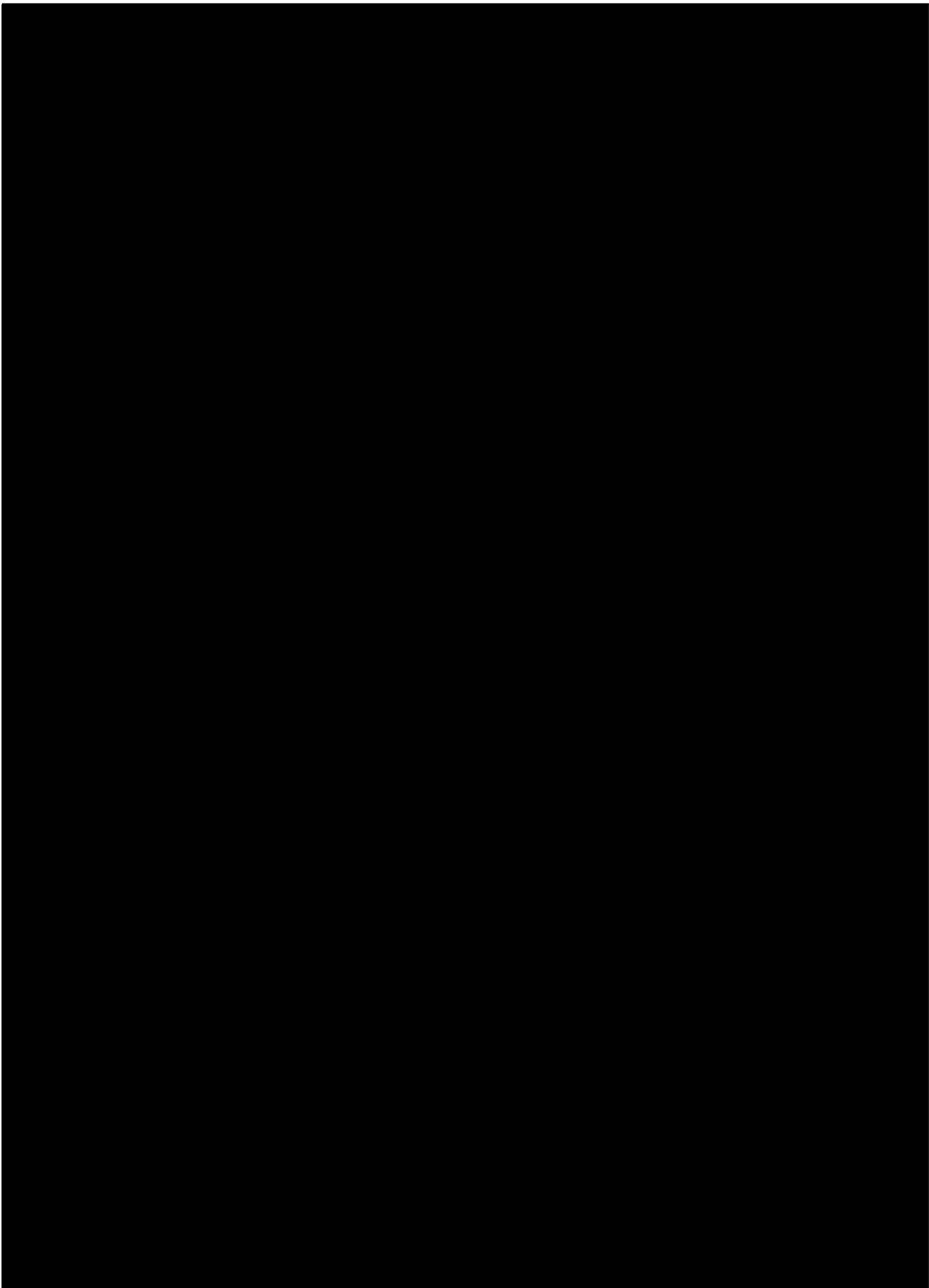
**Total Attachments: 39**

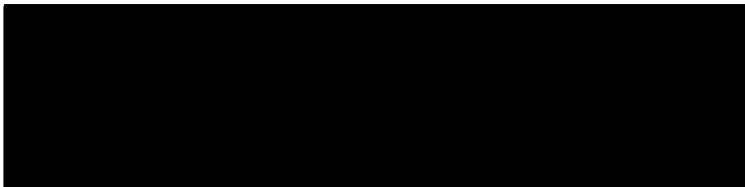
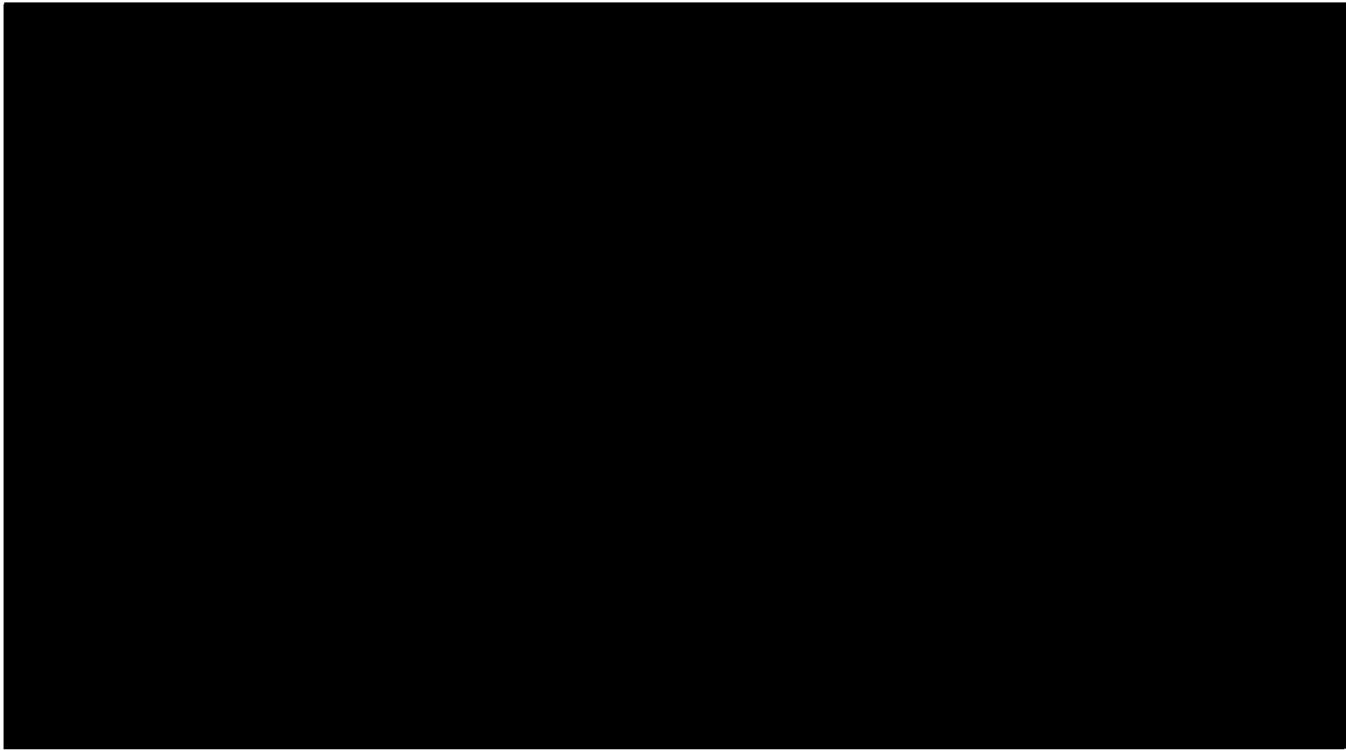
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**ASSET PURCHASE AGREEMENT**  
**BY AND BETWEEN**  
**PROHIBITION BEVERAGE, INC.**  
**AND**  
**HIGH ENERGY HOLDINGS LLC**







**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement, dated as of [REDACTED] (this "Agreement"), is by and between Prohibition Beverage, Inc., a Delaware corporation (the "Buyer"), and High Energy Holdings LLC (d/b/a The p.i.n.k. Spirits Company), a Delaware limited liability company (the "Seller"). The Buyer, on the one hand, and the Seller, on the other hand, are each a "Party" and, collectively, they are sometimes referred to as the "Parties."

[REDACTED]

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements stated herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, covenant and agree as follows:

[REDACTED]

**Section 1.2 Defined Terms.** As used in this Agreement, certain words and terms have the meanings ascribed to them in the Glossary attached hereto as Exhibit A. Other capitalized terms have the meanings ascribed to them elsewhere in this Agreement.

[REDACTED]

**Section 2.1 Transfer of Assets.** Subject to the terms and conditions of this Agreement, at the Closing (as hereinafter defined), the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall acquire and purchase from the Seller, all of the assets, properties and rights of the Seller, including without limitation, the following (collectively "Acquisition Assets"):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(g) Intellectual Property. All rights and interest in, to and under the Intellectual Property, together with any goodwill associated therewith and all rights of action on account of past, present and future unauthorized use or infringement thereof, including without limitation the Intellectual Property listed on Schedule 2.1(g) hereto.

[REDACTED]

[REDACTED]

[REDACTED]

(k) Other Assets. Subject to the exclusions set forth in Section 2.2 hereof, all other or additional privileges, rights, interests, properties and assets of every kind and description

[REDACTED]

and wherever located that are used or intended for use in connection with, or that are necessary to the continued conduct of, the Business as presently conducted.

**Section 2.2 Excluded Assets.** Notwithstanding Section 2.1 hereof, the Seller is not selling and the Buyer is not purchasing pursuant to this Agreement any of the following, all of which shall be retained by the Seller (collectively, the "Excluded Assets"):

[REDACTED]

(c) Benefit Plans. All employee benefit plans (as defined in ERISA) and all other similar benefit plans, programs, arrangements and commitments (whether written or oral) of the Seller.

(d) Non-Assumed Contracts. Any contracts or agreements that are not Assigned Contracts.

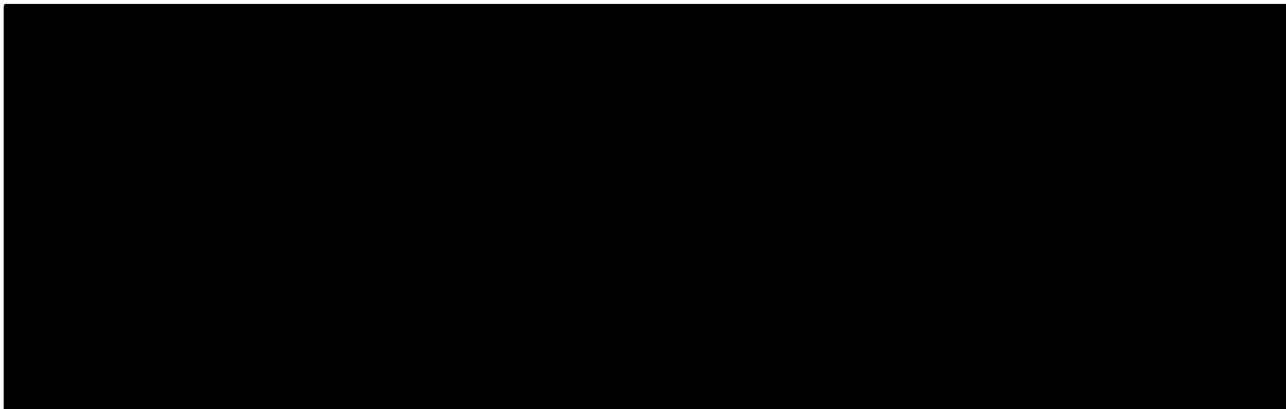
[REDACTED]

[REDACTED] Except for the Assumed Liabilities, the Buyer shall not assume or be responsible for any claims against, or liabilities, commitments, contracts, agreements or obligations whatsoever of the Seller, including without limitation the following (collectively, the "Excluded Liabilities"):

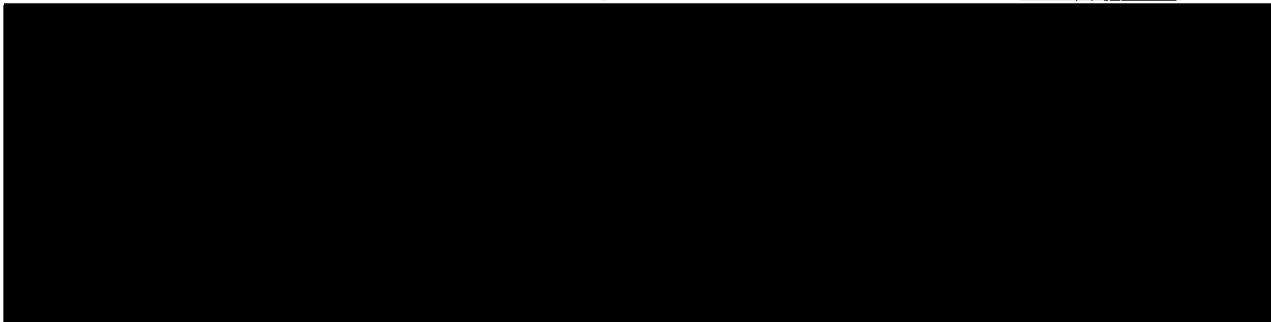
[REDACTED]

[REDACTED]





(f) any Liability or obligation (contingent or otherwise) of the Seller arising out of any claim, litigation, or proceeding threatened or pending on or before the Closing Date or any claim, litigation, or proceeding threatened or initiated after the Closing Date to the extent based on an act or omission of the Seller or any current or former officer, manager, member employee, agent or representative of the Seller, or the operation of the Business and/or Acquisition Assets occurring before the Closing Date, whether or not set forth on Schedule 5.4;



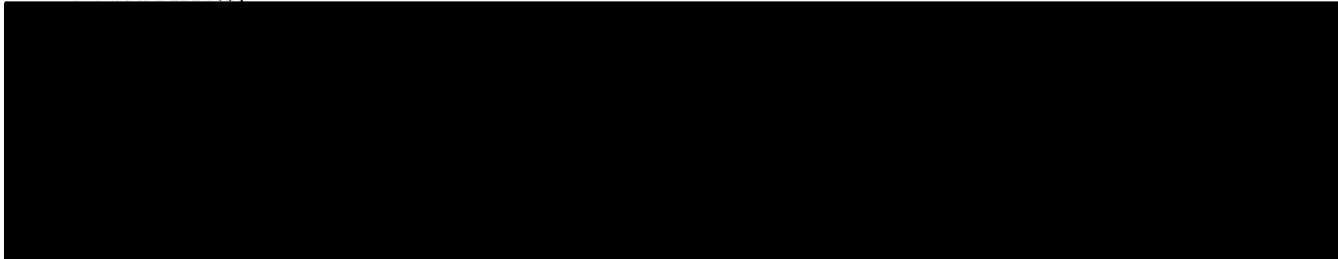
(h) all Liabilities and obligations of any kind under any contract, lease, license or agreement of the Seller other than as contemplated under the Assigned Contracts or in Section 2.3 above;

(i) any Liability arising out of or in connection with the Seller's defective performance of any Assigned Contract, or any express or implied warranty with respect to performance of any Assigned Contract prior to the Closing Date;

(j) any Liability or obligation arising out of any employee benefit plan (as defined in ERISA) and all other similar benefit plans, programs, arrangements or commitments (whether written or oral) of the Seller;

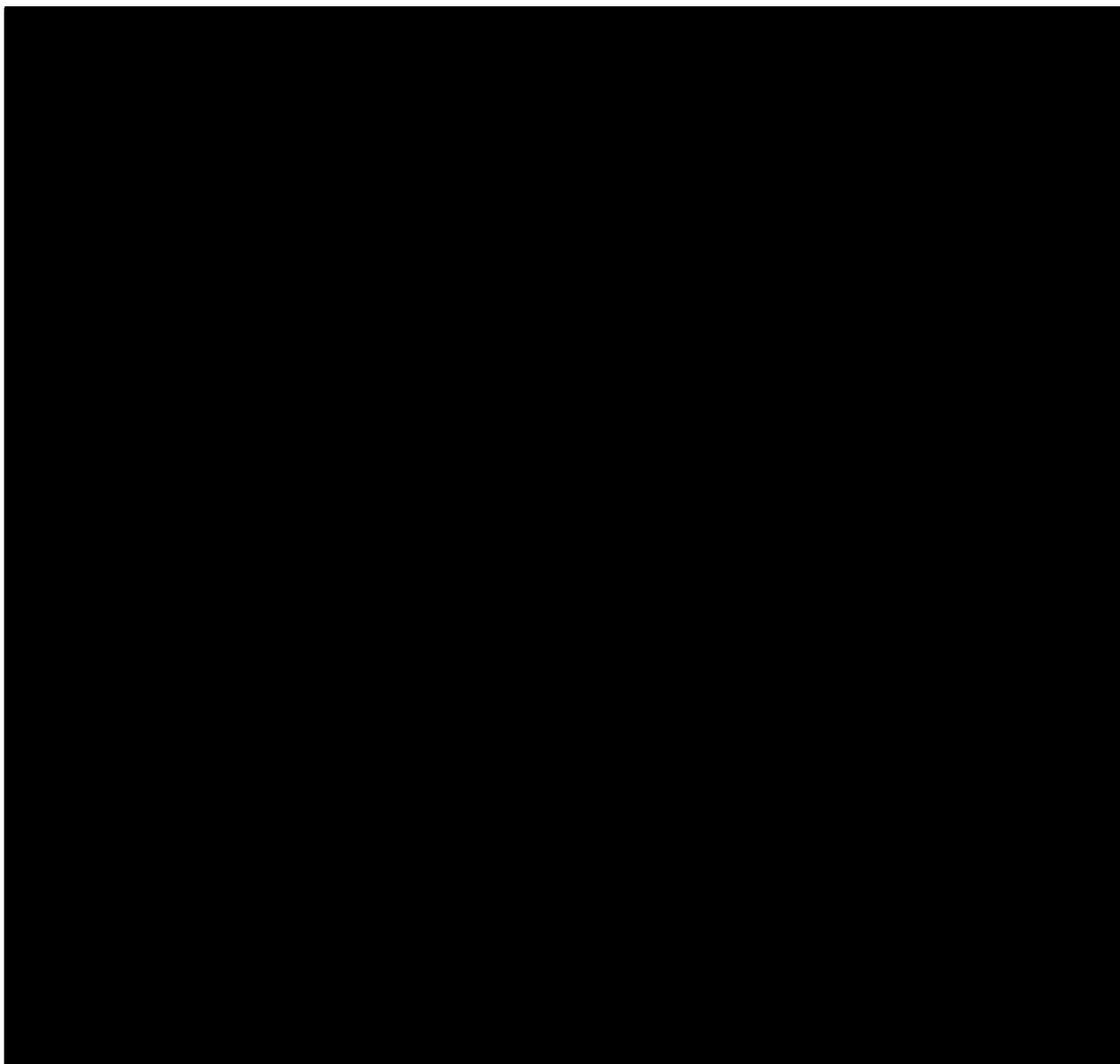
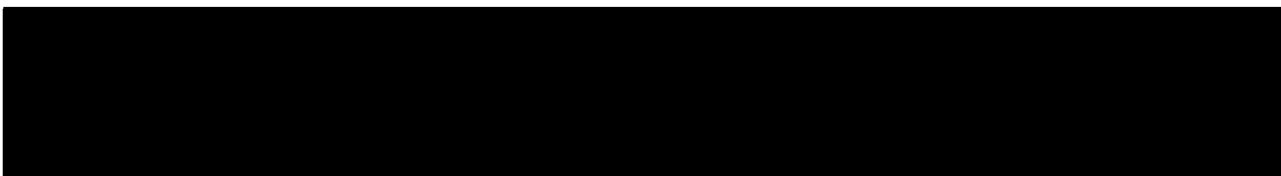


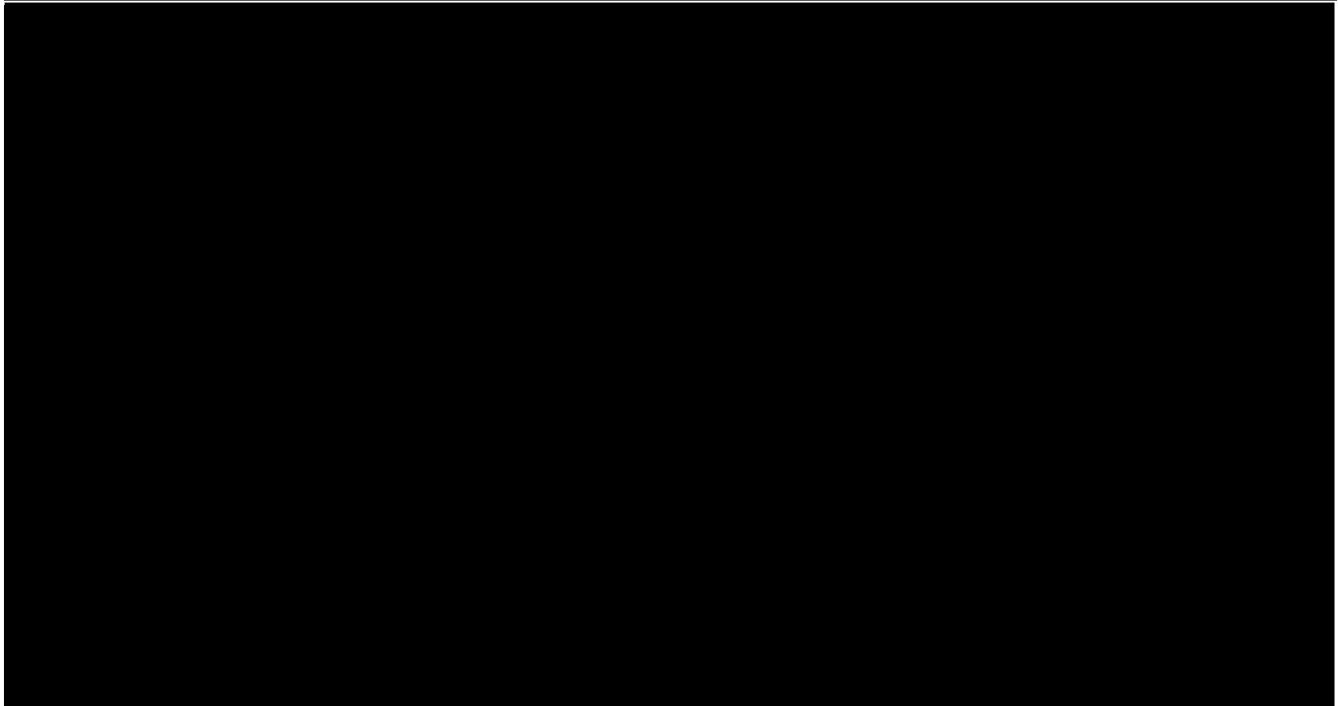
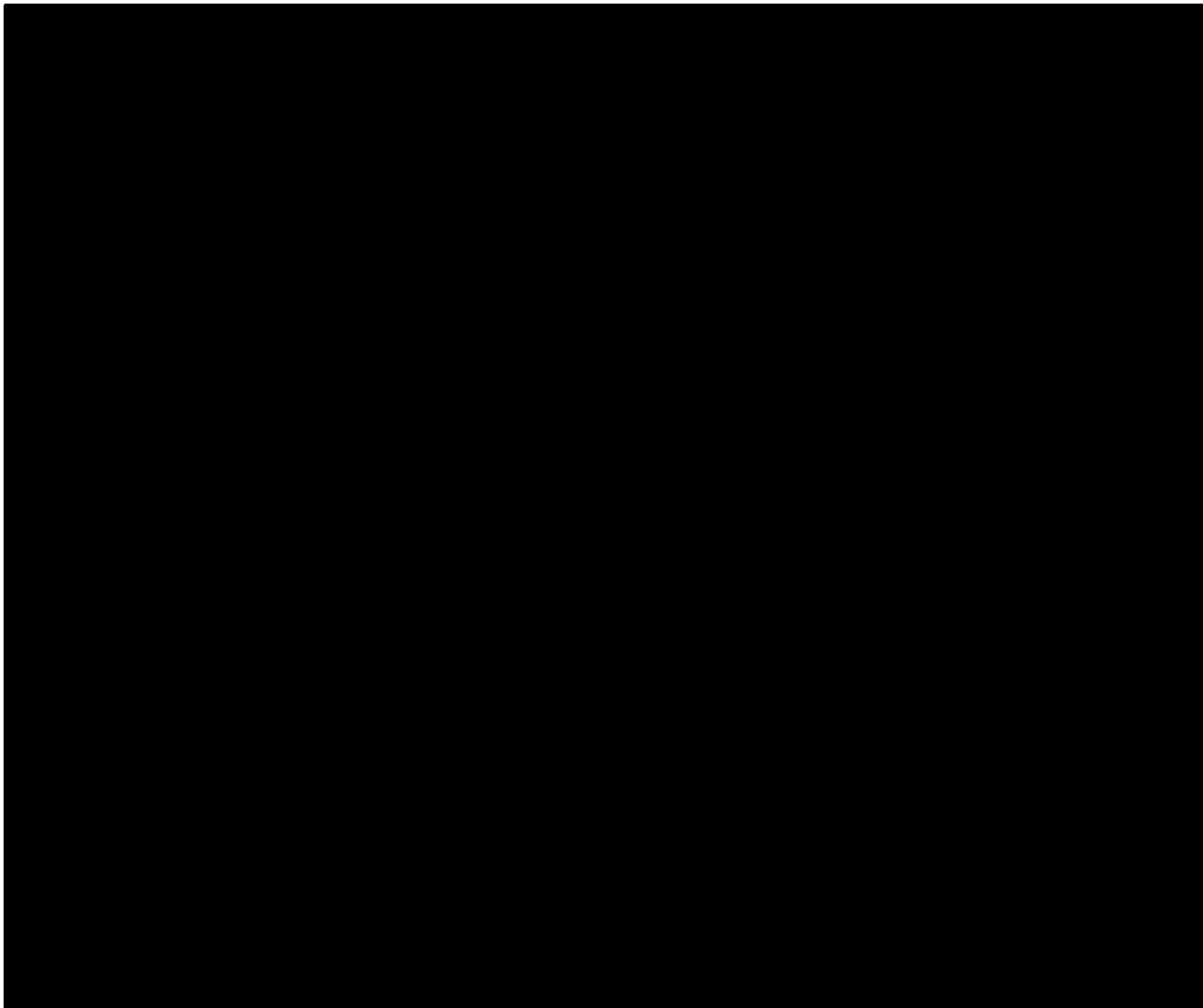
(l) any Liability or obligation under or in connection with or related to the Excluded Assets;

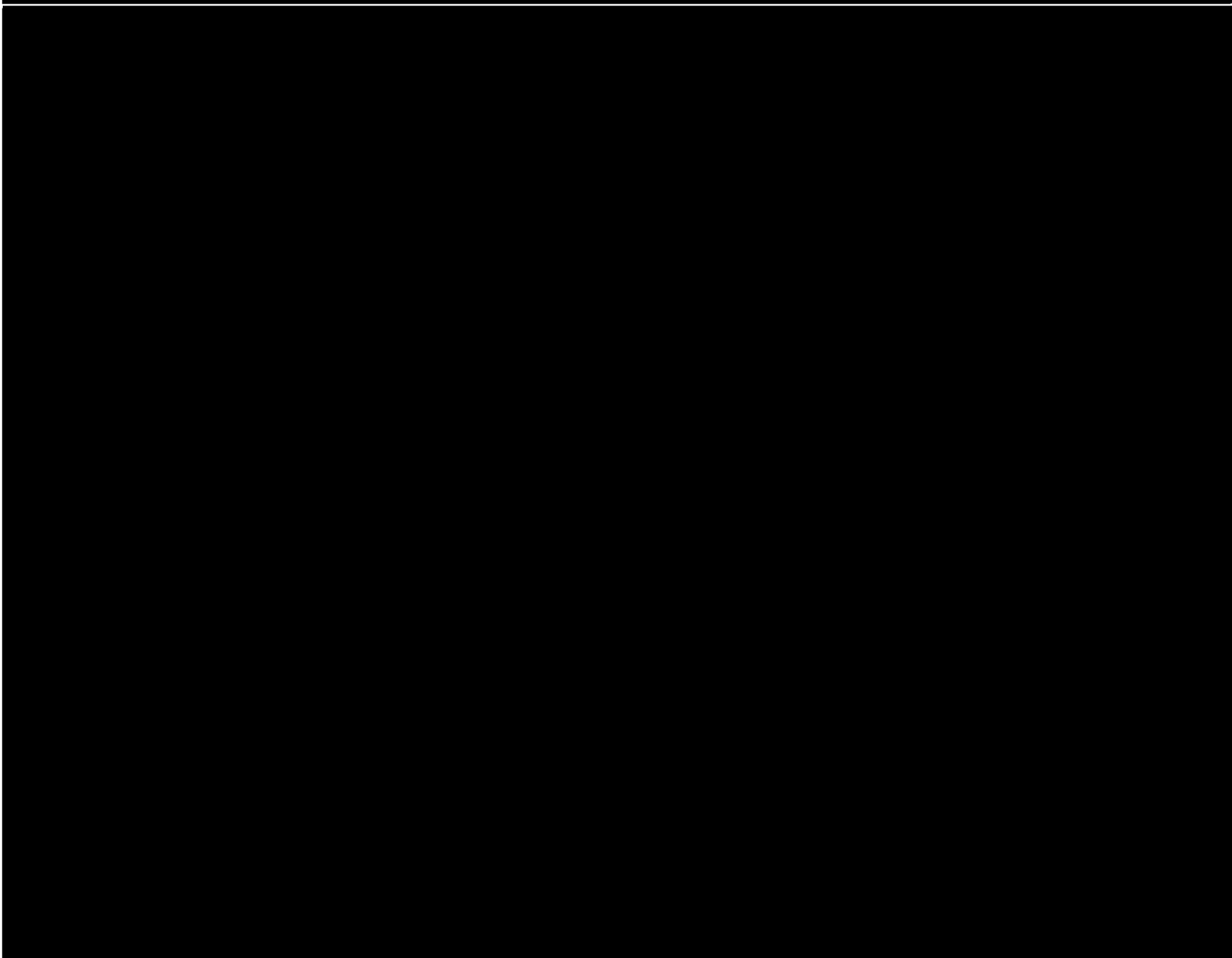
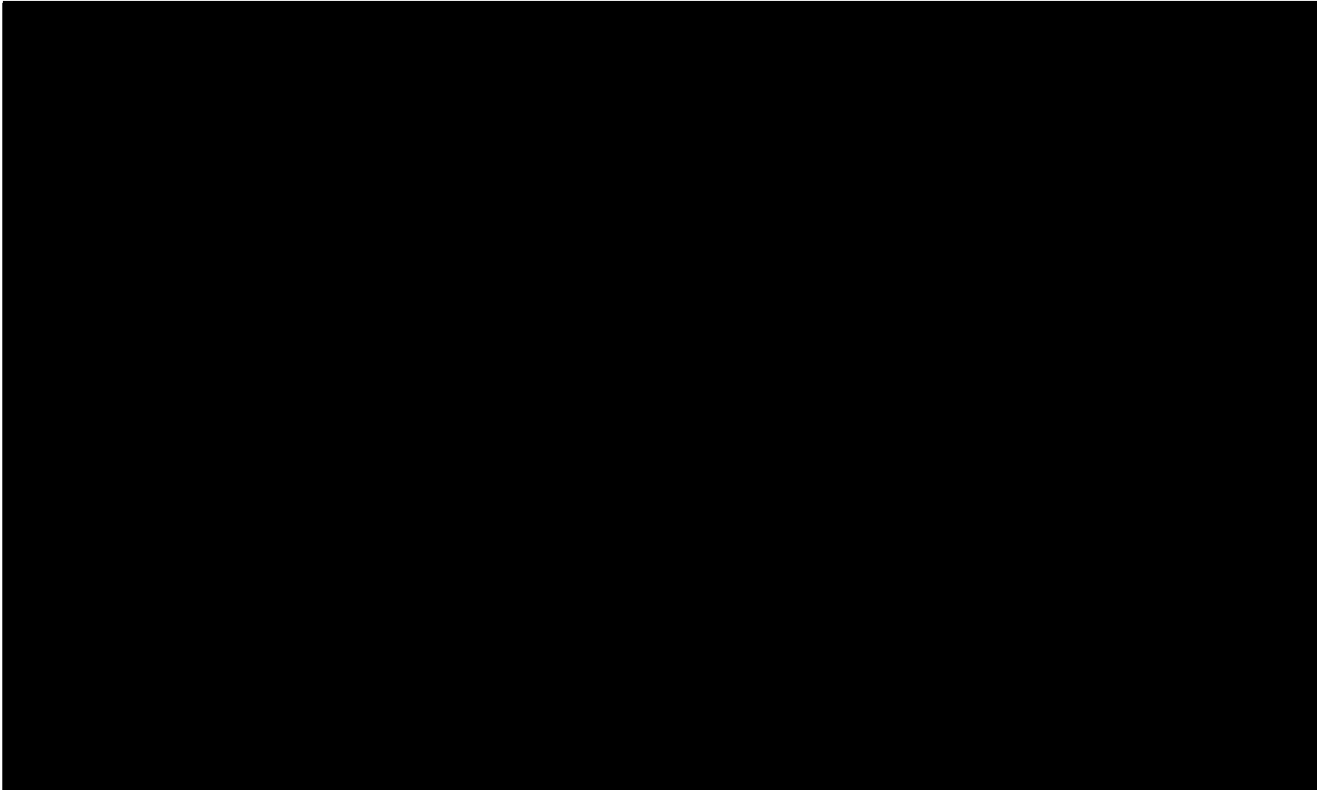


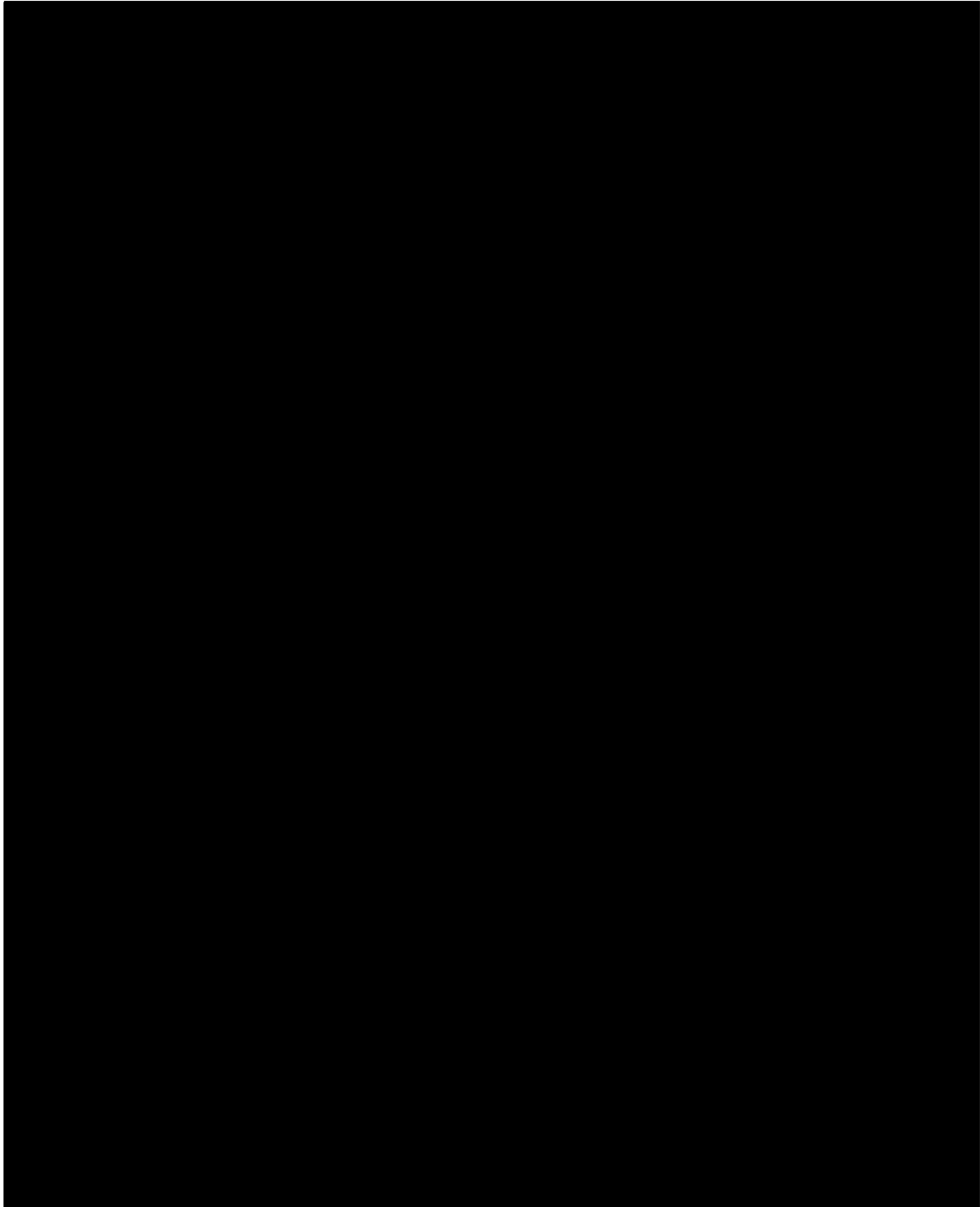
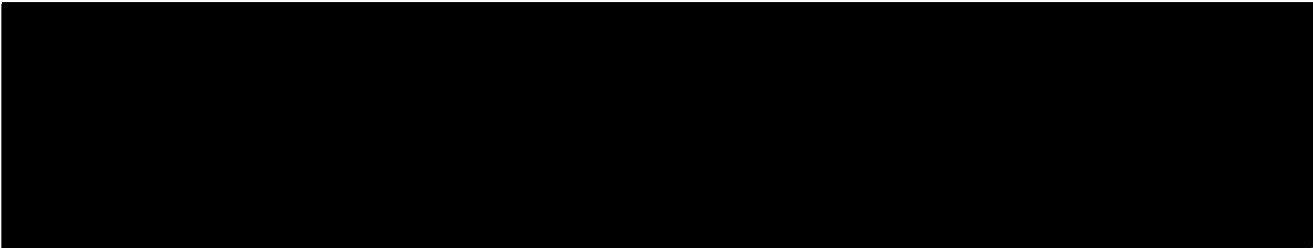
(n) any failure by the Sellers to withhold all amounts required by law or agreement to be withheld from the wages or salaries of its employees, and any Liability for any wage arrearages, taxes or penalties for failure to comply with any of the foregoing arising prior to the Closing Date or otherwise arising from the Assets or the operation thereof prior to the Closing Date; and

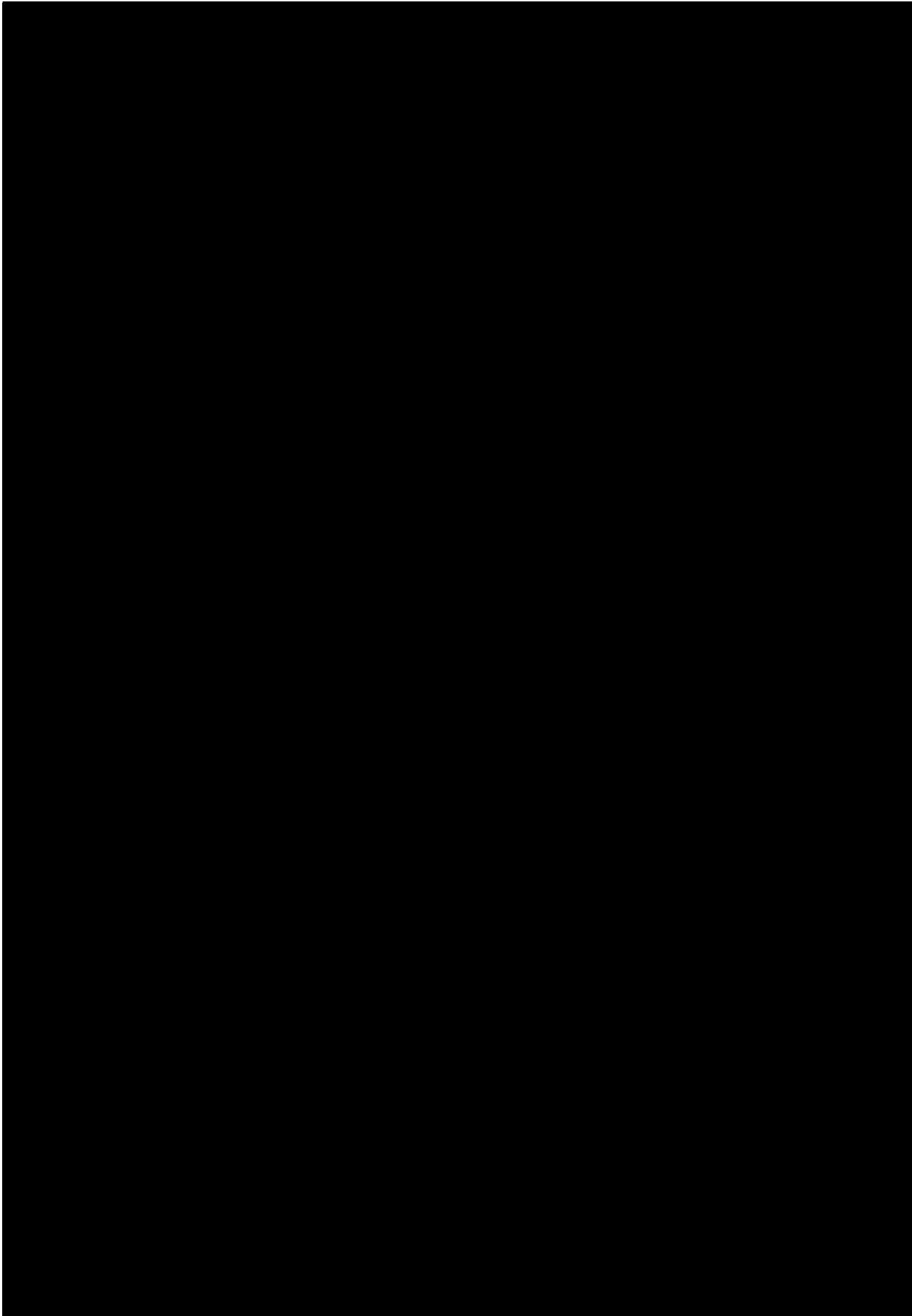
(o) any Liability to employees of the Sellers, including, without limitation, any severance or retention obligations, accrued vacation and any bonus obligations arising prior to the Closing Date or otherwise arising from the Assets or the operation thereof prior to the Closing Date.







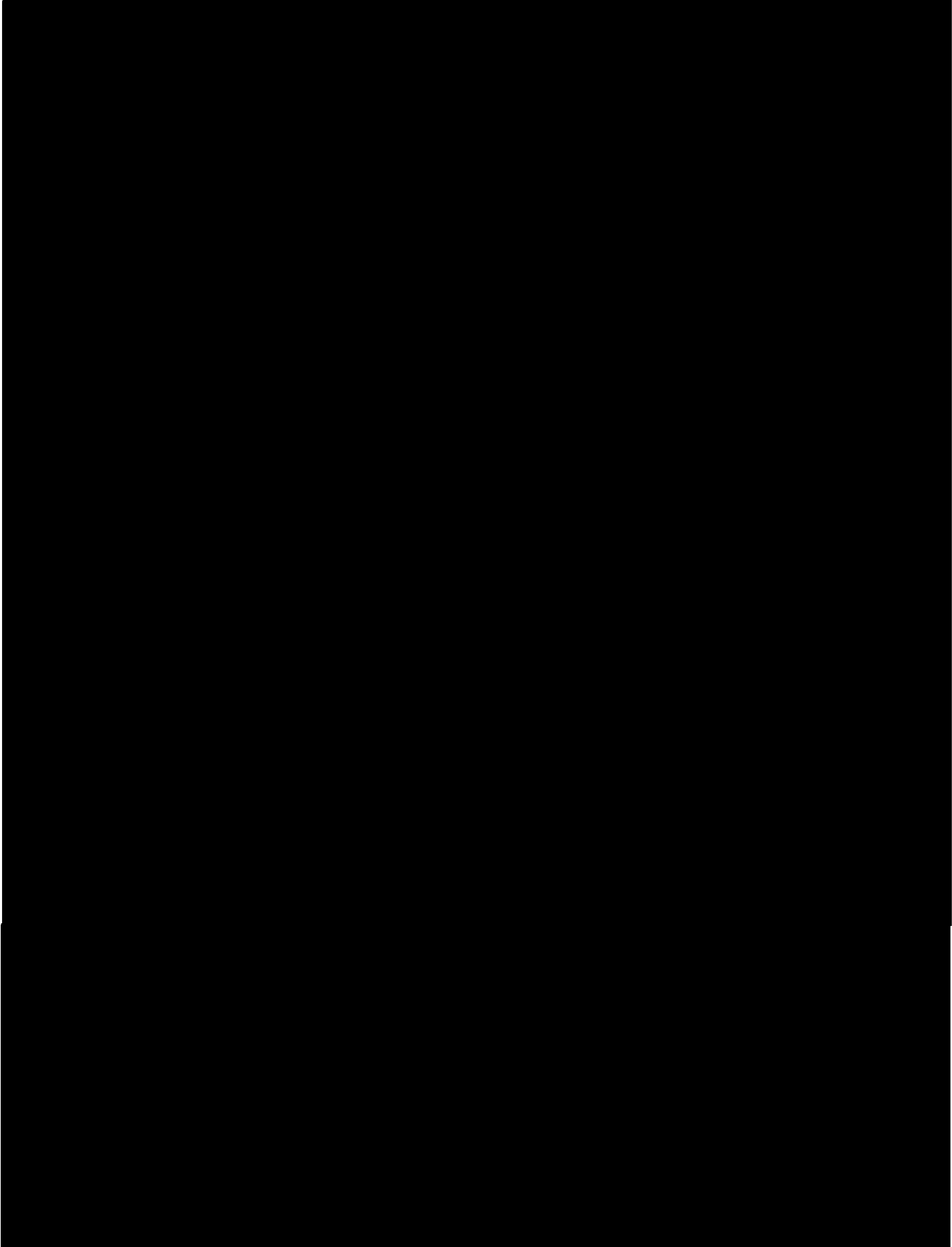




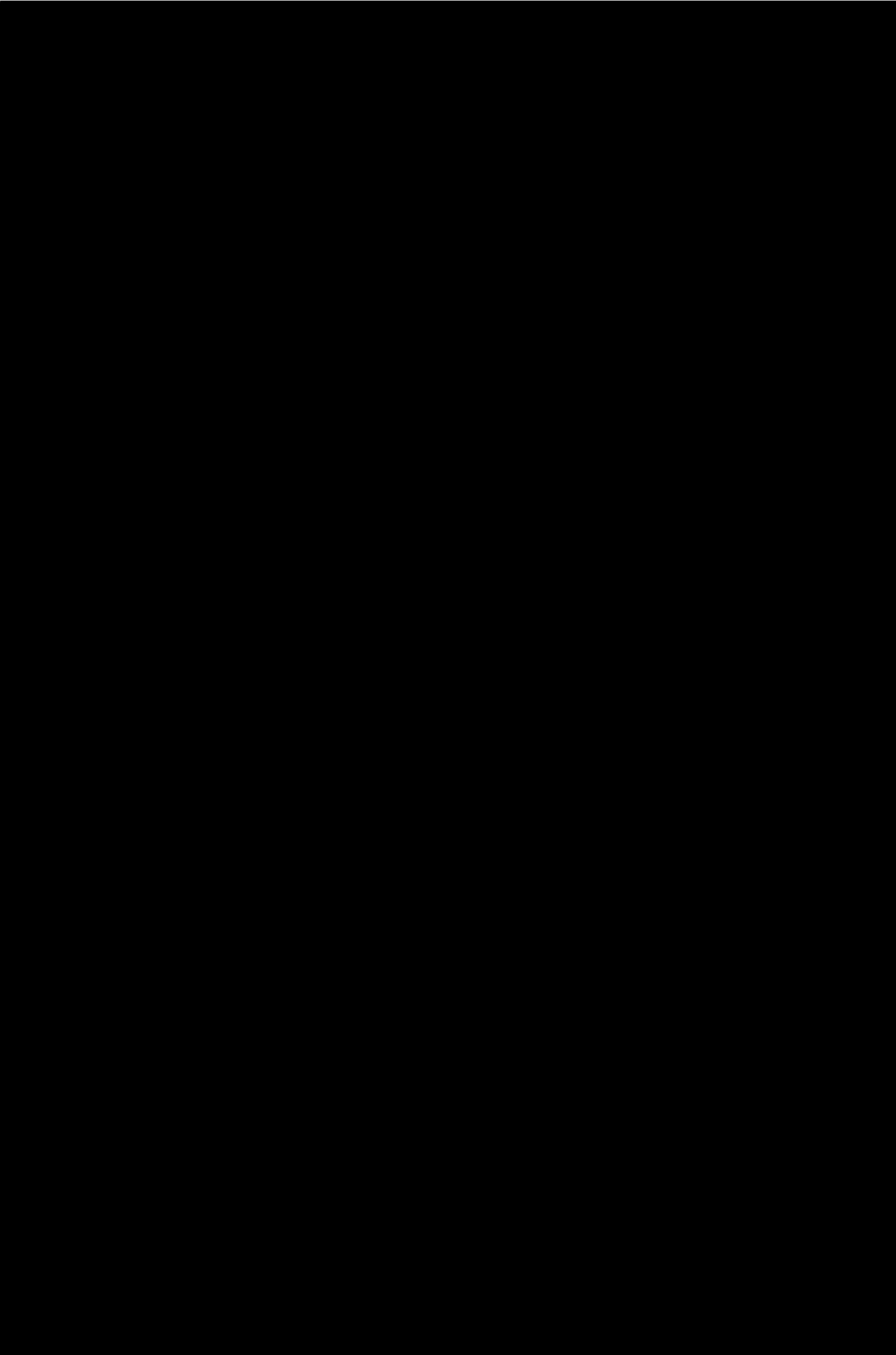


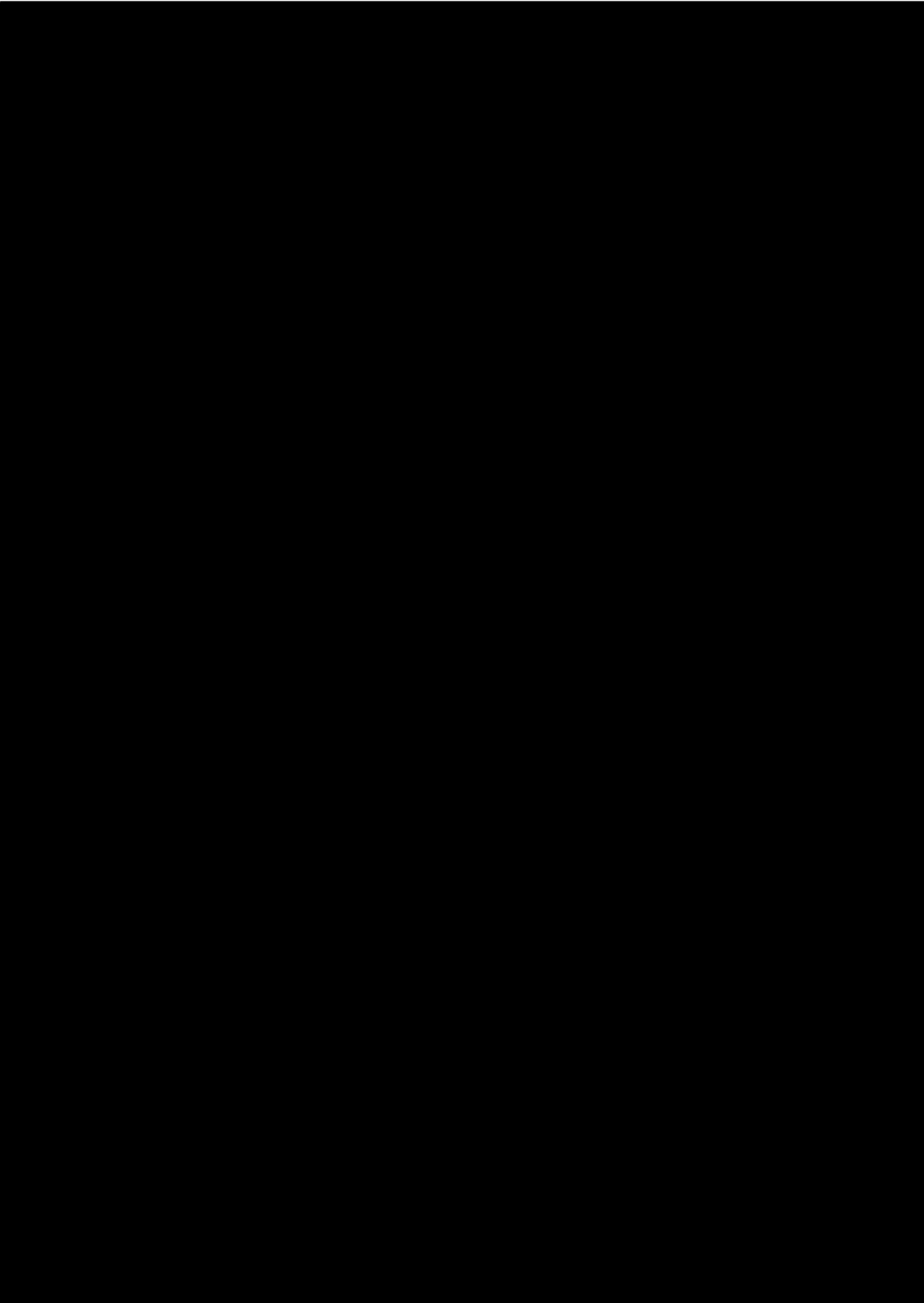
**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

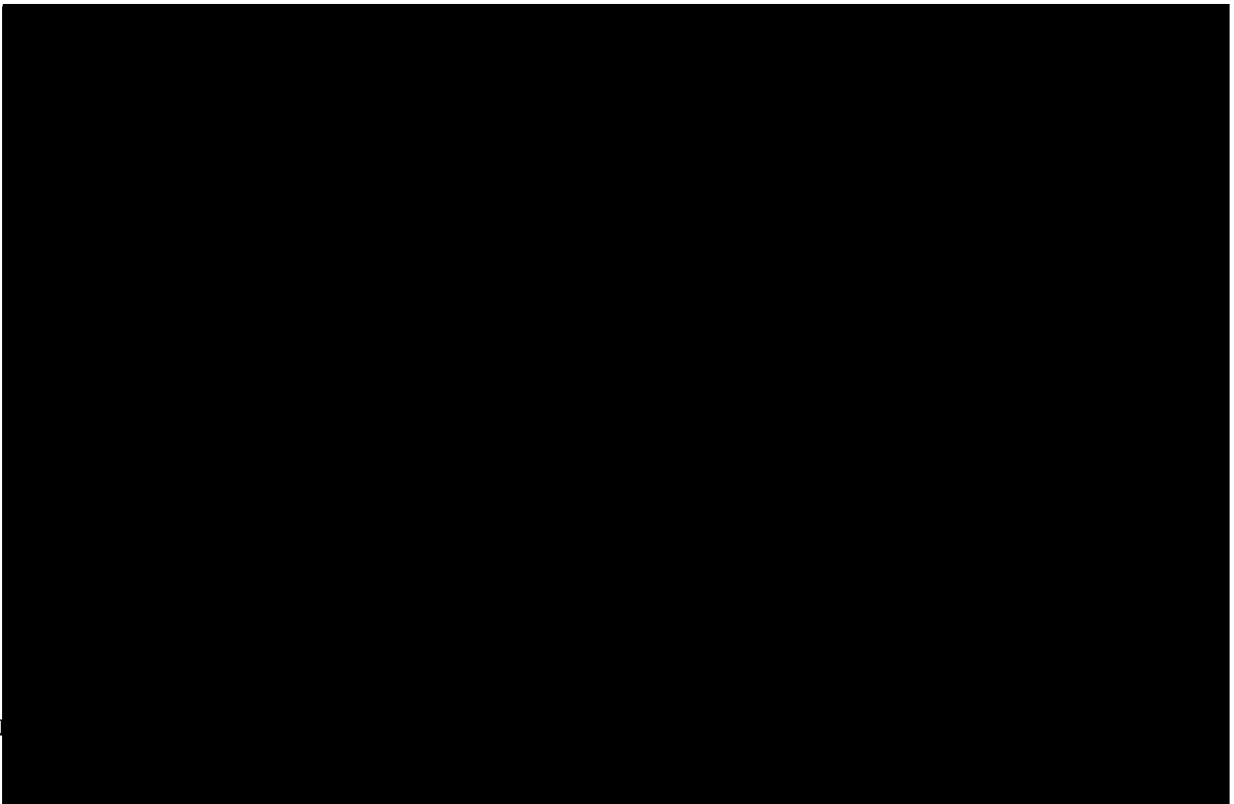
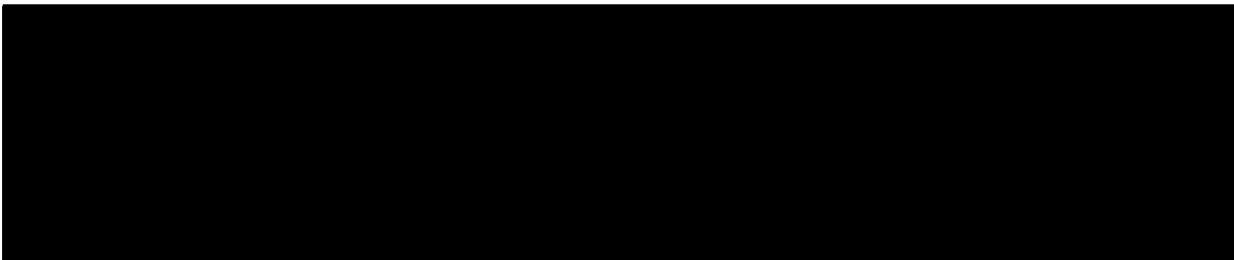
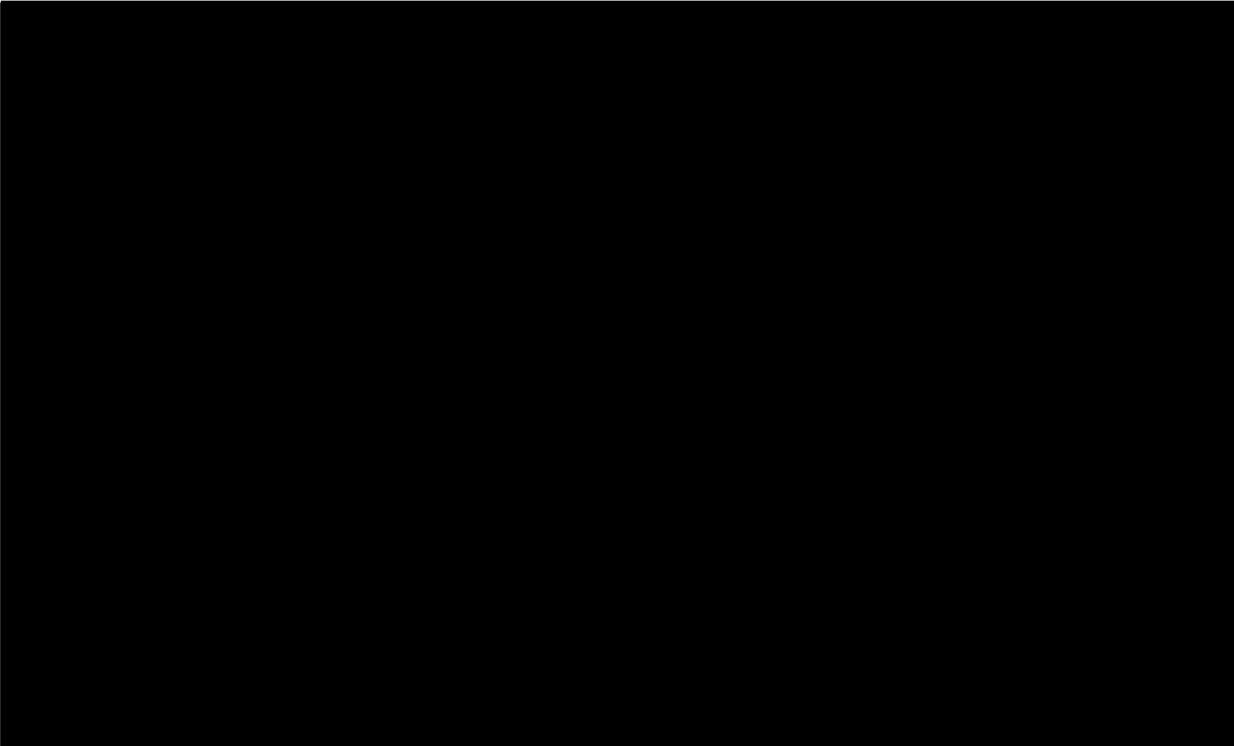












(c) The Seller shall take such actions as it deems appropriate to terminate, modify, alter or amend the existing Employee Benefit Plans with respect to employees of the Business due to the Transactions. The Buyer does not and shall not assume any of such Employee Benefit Plans, including, without limitation, any severance plans of the Seller.

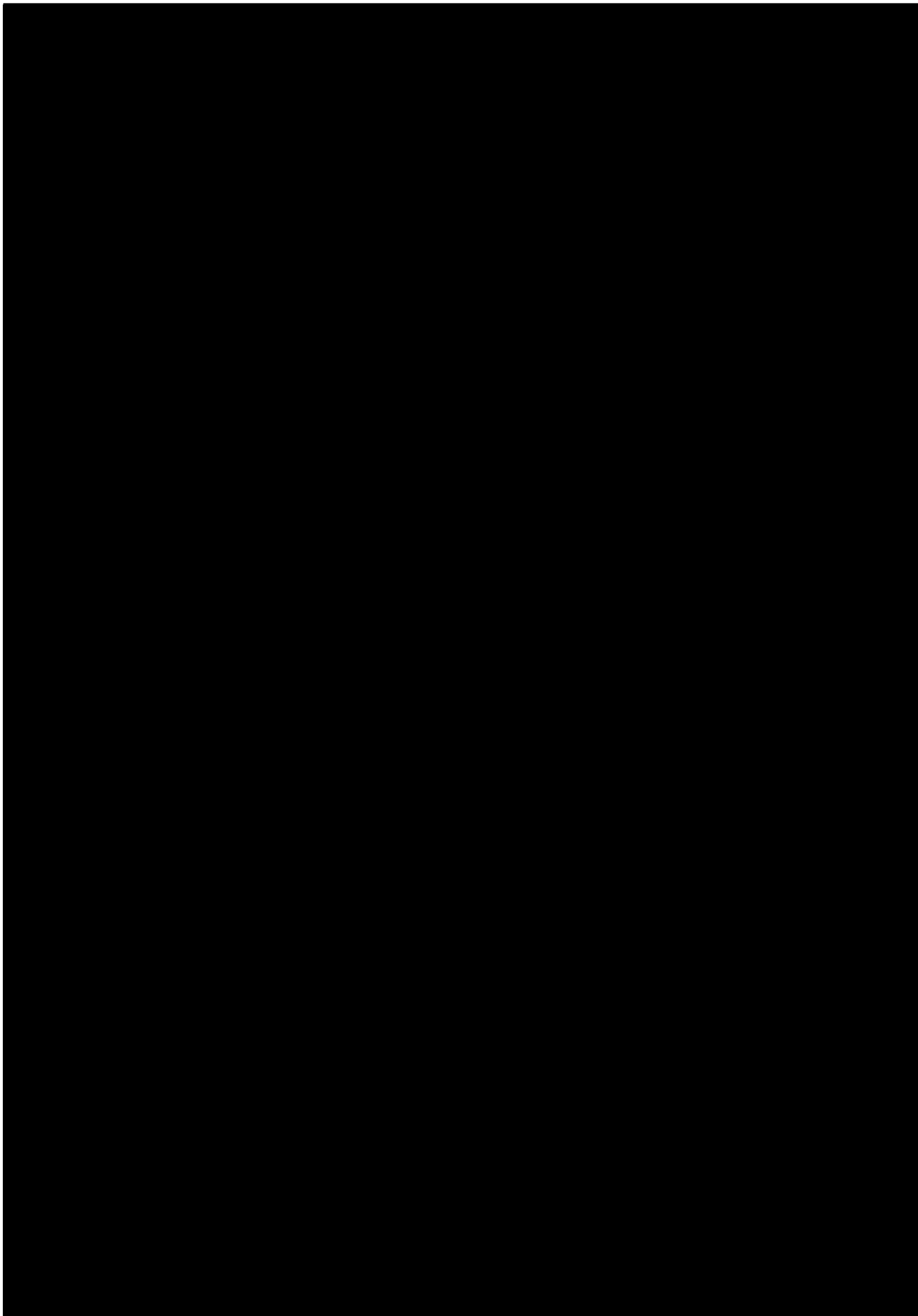
(d) The Seller shall be solely responsible for and shall pay in full to all of the Seller's employees all compensation, bonuses and other payments, and all sick pay, vacation pay, and any other benefits otherwise payable under the Employee Benefit Plans, accrued to the Closing for which the Seller is obligated thereunder, and the Seller shall satisfy all such obligations to such employees.

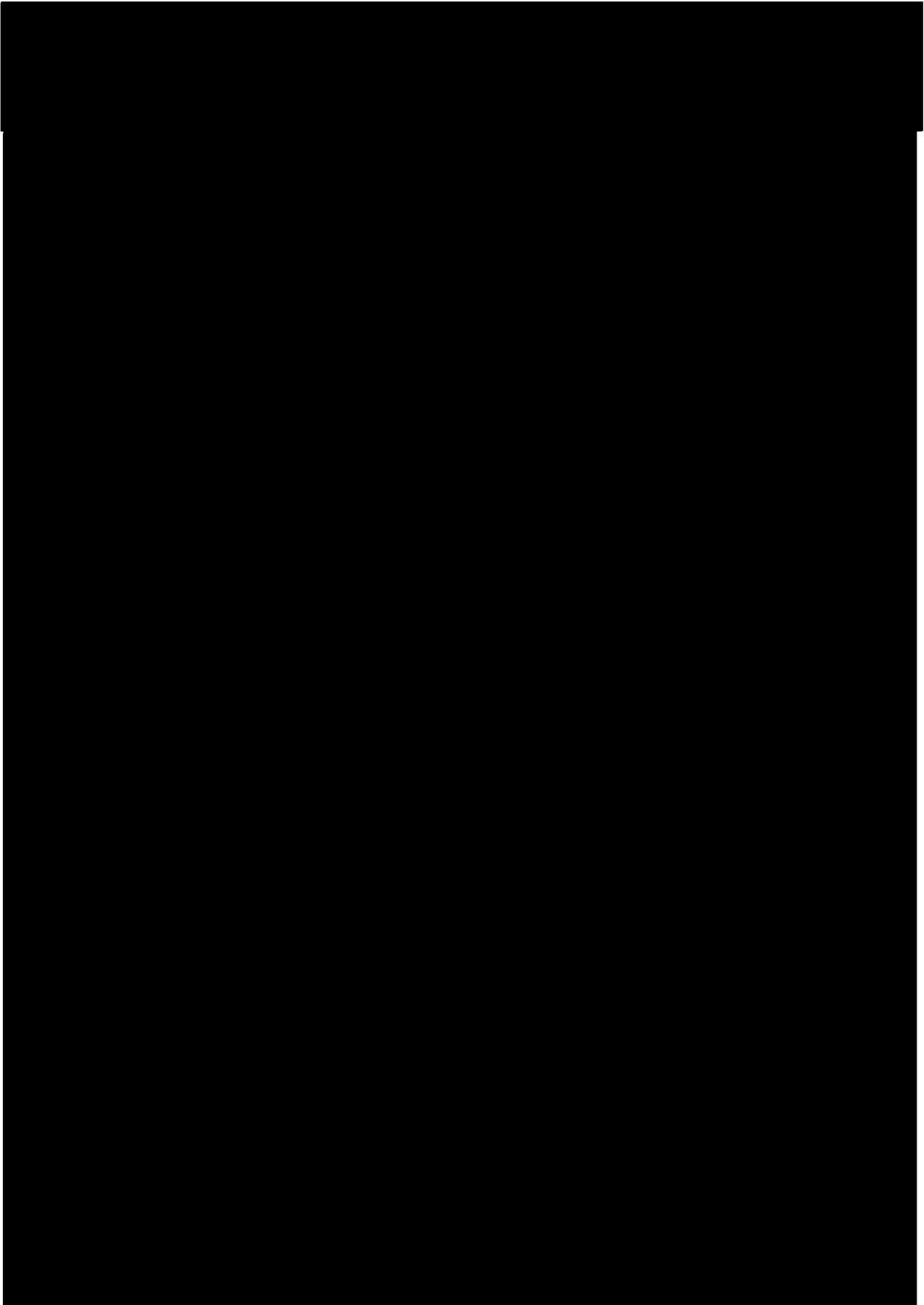
(e) The Seller is responsible for any liabilities that may arise with respect to application of Section 4980B of the Code or Part 6 of Subtitle B of Title I of ERISA ("COBRA") with respect to any of its employees or covered dependents as a result of the Transactions, as well as for any prior COBRA violations which occurred prior to Closing. The Buyer is not a successor employer for COBRA purposes.

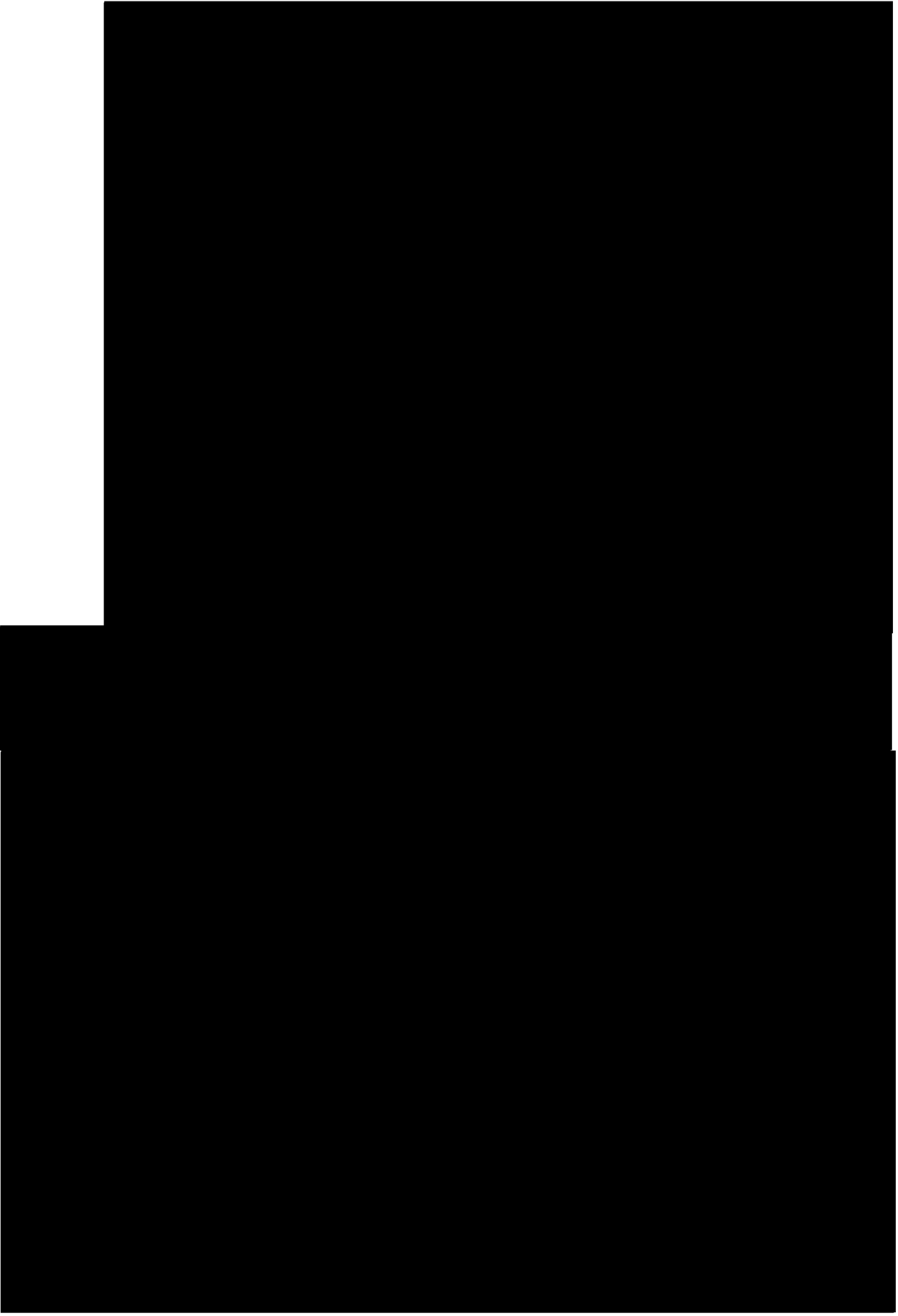
(f) The Buyer is not, and shall not be deemed to be, a successor employer to the Seller with respect to any Employee Benefit Plans; and no plan or other program adopted or maintained by the Buyer after the Closing is or shall be deemed to be a "successor plan", as such term is defined in ERISA or the Code, of any such Employee Benefit Plans.

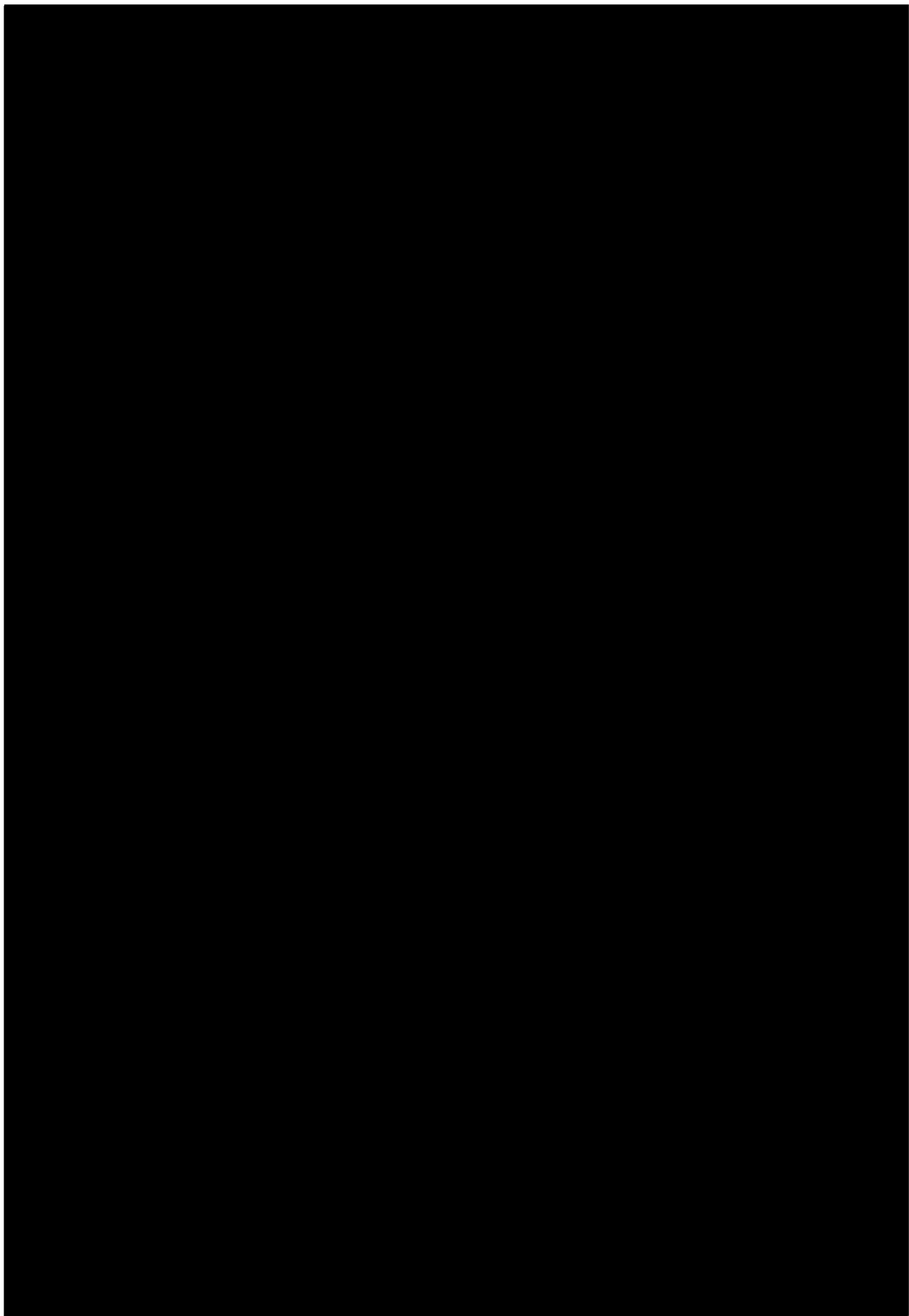
**Section 6.4 Further Assurances; Consents.**

(a) The Seller and the Buyer shall execute and deliver to the other, at the Closing or thereafter, any other instrument which may be requested by the other and which is reasonably appropriate to perfect or evidence any of the sales, assignments, transfers or conveyances contemplated by this Agreement or to transfer any Acquisition Assets identified after the Closing, and to do any and all such further acts and things as may be reasonably necessary to effect completely the intent of this Agreement; provided that the Buyer shall be responsible for all costs and expenses of the Seller with respect thereto.












IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the date first written above.

**SELLER:**

HIGH ENERGY HOLDINGS LLC  
(d/b/a The p.i.n.k. Spirits Company)



By:   
Name: President - CEO  
Title: David Mandell

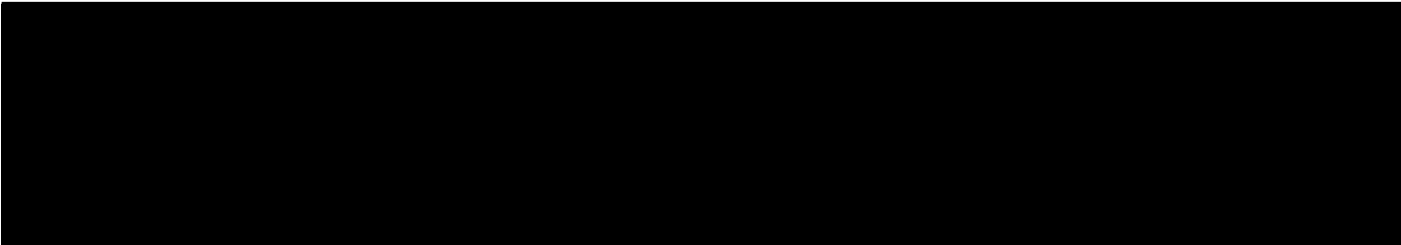
**BUYER:**

PROHIBITION BEVERAGE, INC.

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

The following individuals are signing solely for purposes of the Restrictive Covenants contained in Section 6.1 herein:

  
David Mandell  
  
Daniel Linde



IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the date first written above.

**SELLER:**

HIGH ENERGY HOLDINGS LLC  
(d/b/a The p.i.n.k. Spirits Company)

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

**BUYER:**

PROHIBITION BEVERAGE, INC.

By: \_\_\_\_\_  
Name: R. Scott Walsh  
Title: CEO

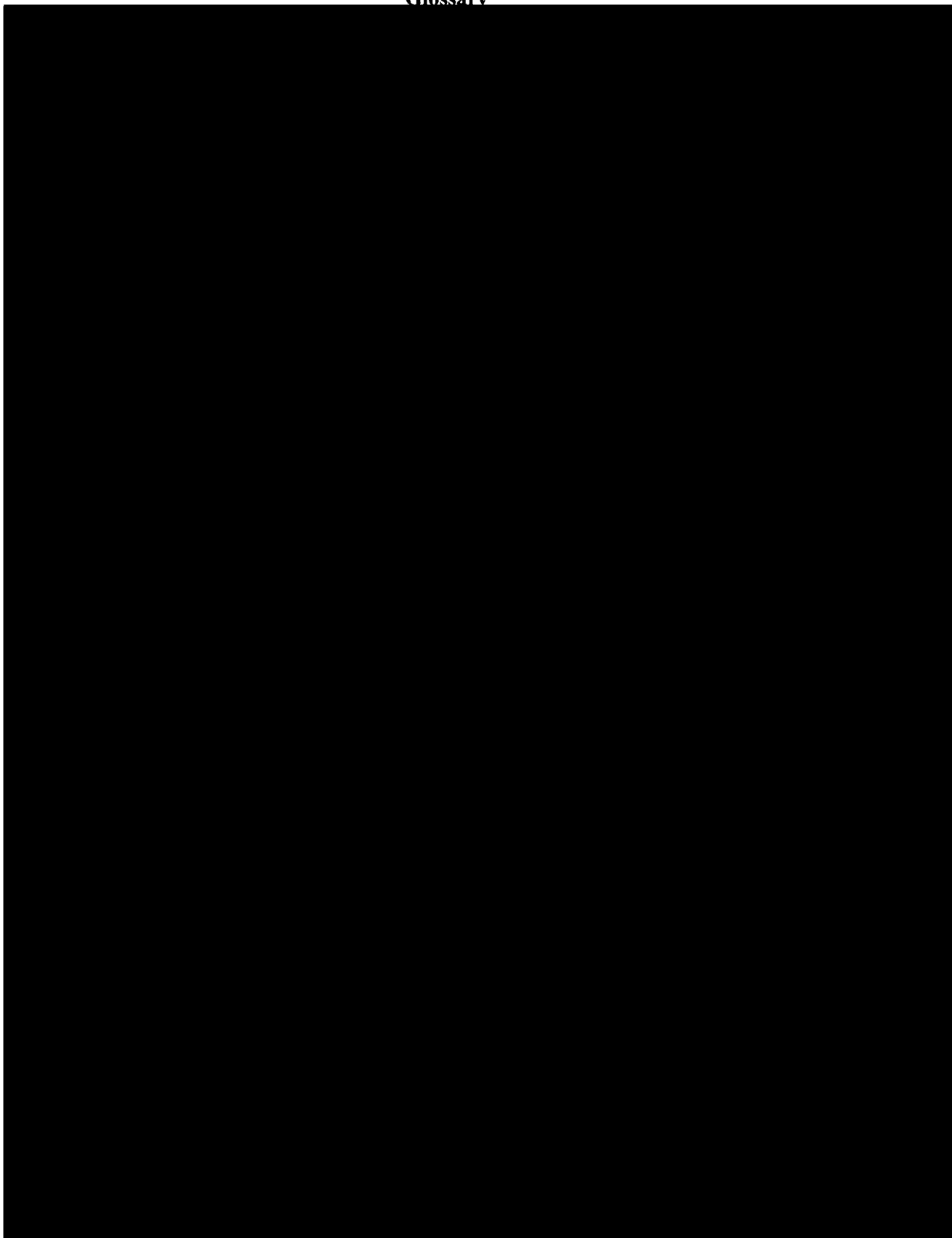
The following individuals are signing solely for purposes of the Restrictive Covenants contained in Section 6.1 herein:

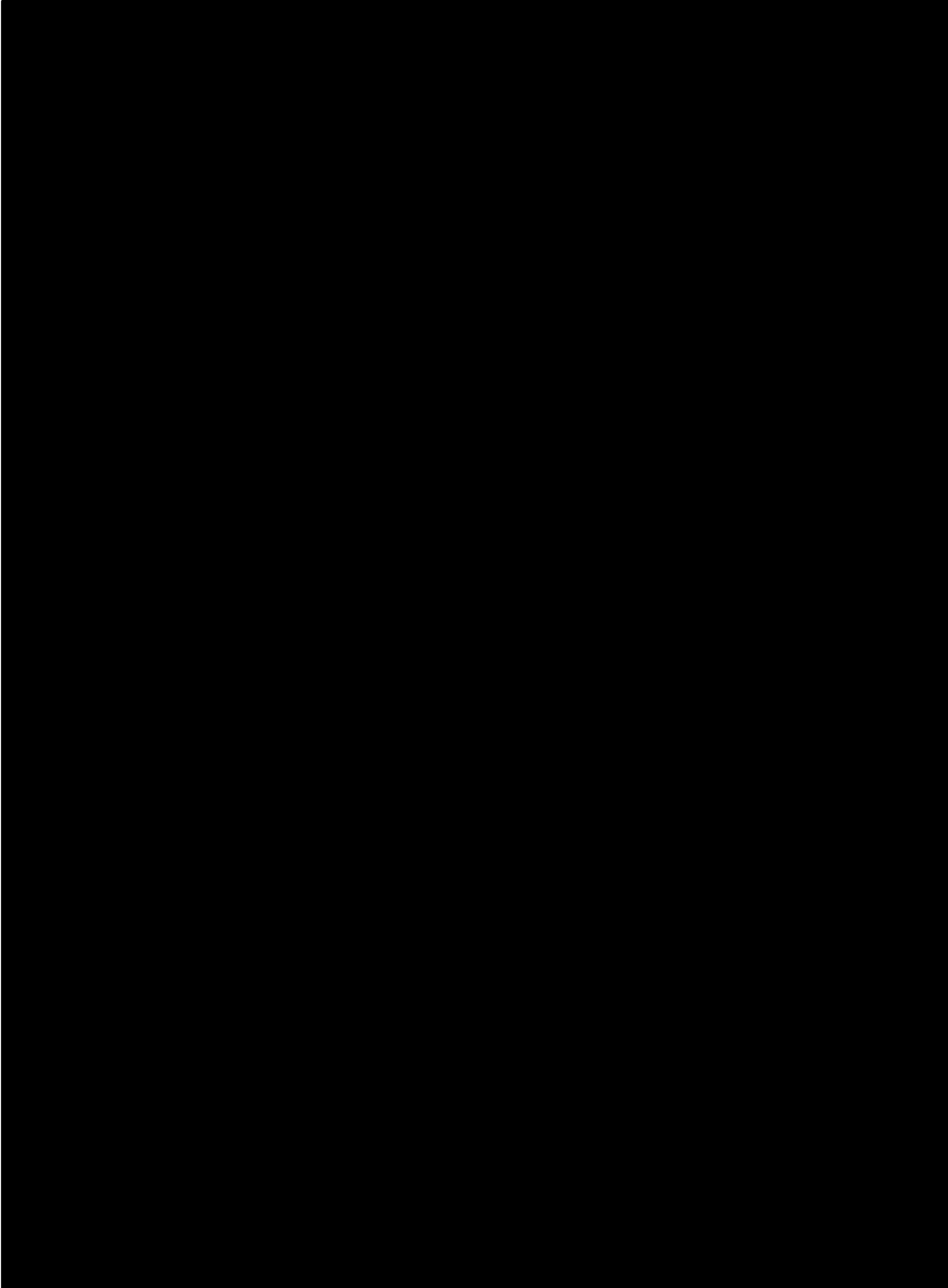
\_\_\_\_\_  
David Mandell

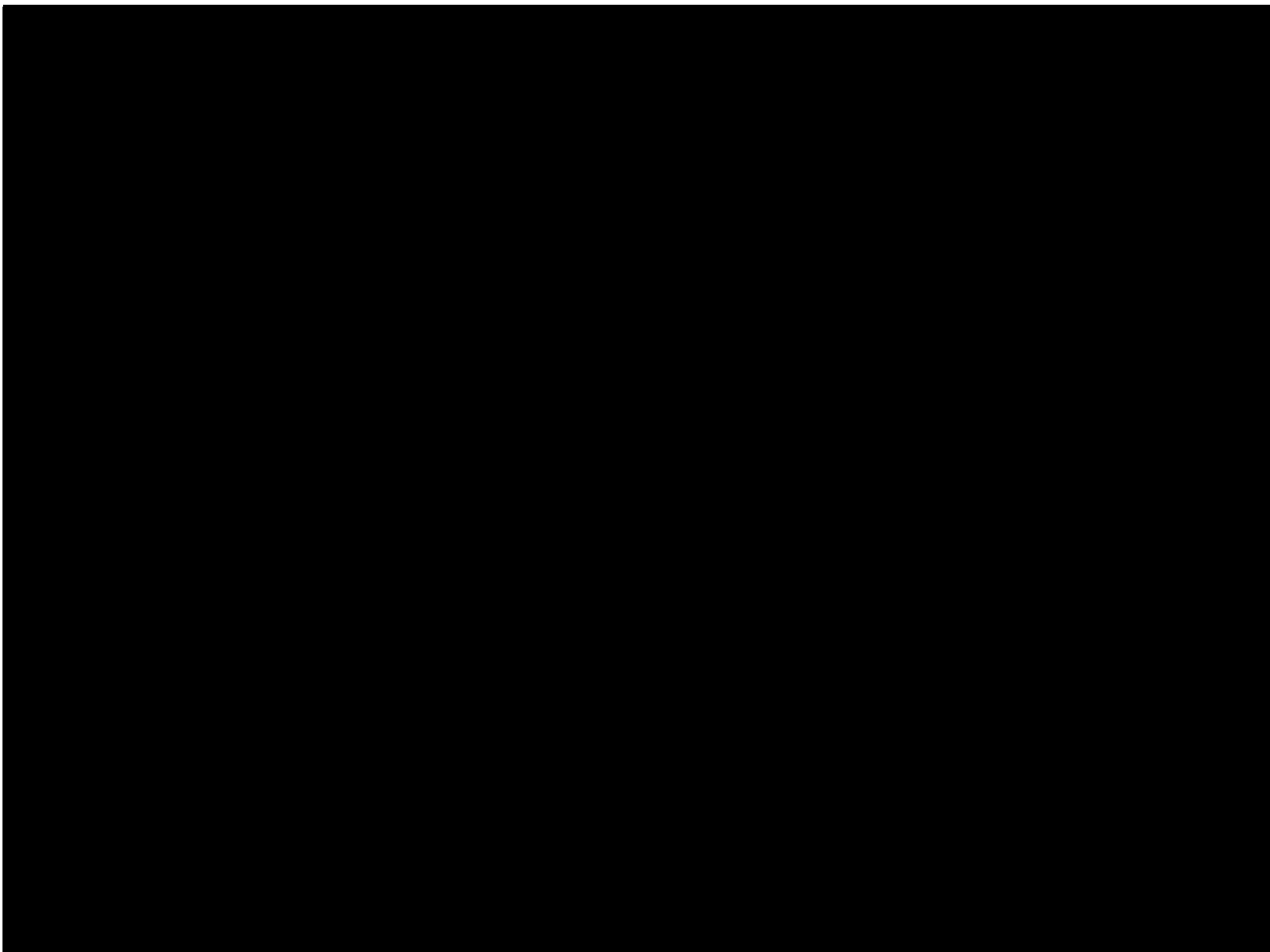
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Daniel Linde

**EXHIBIT A**

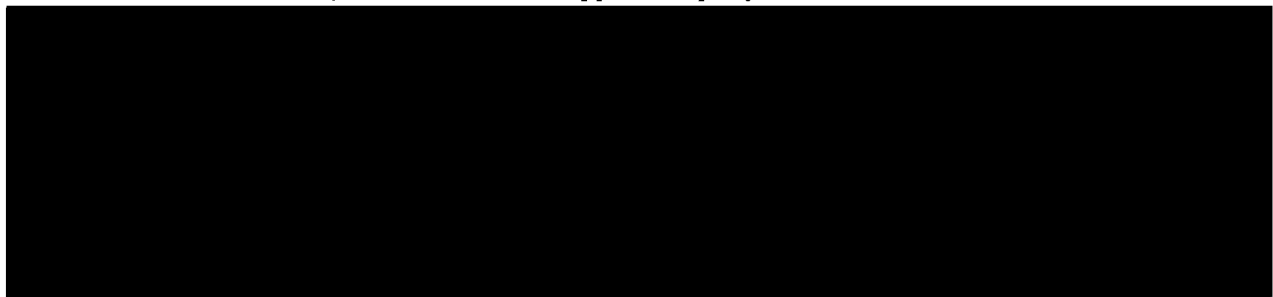
**Glossary**

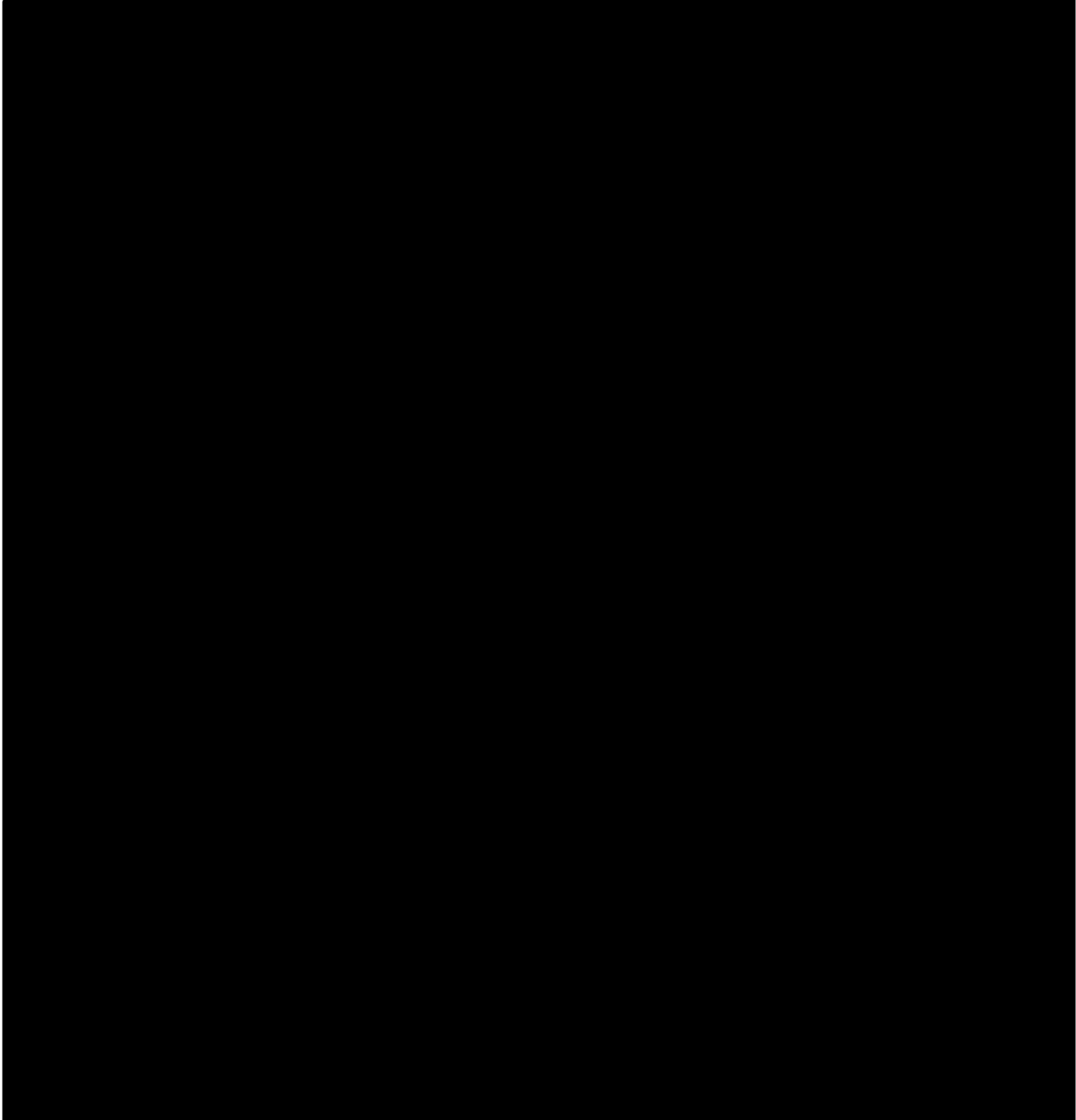
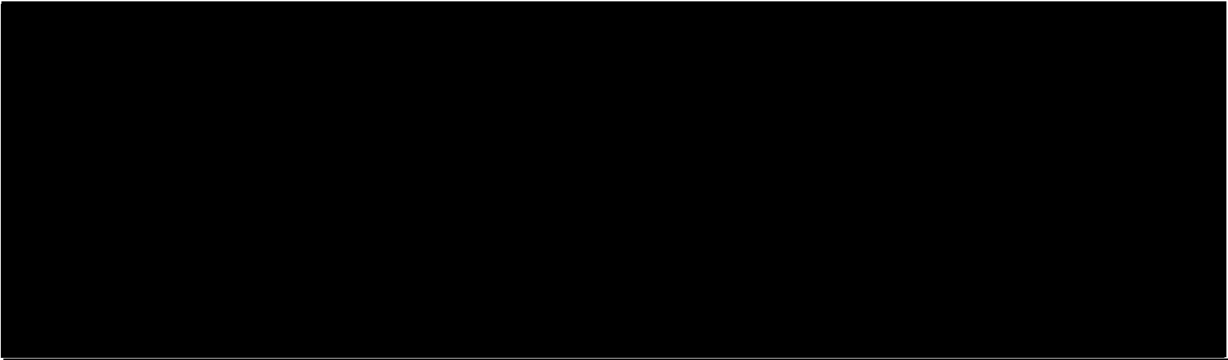


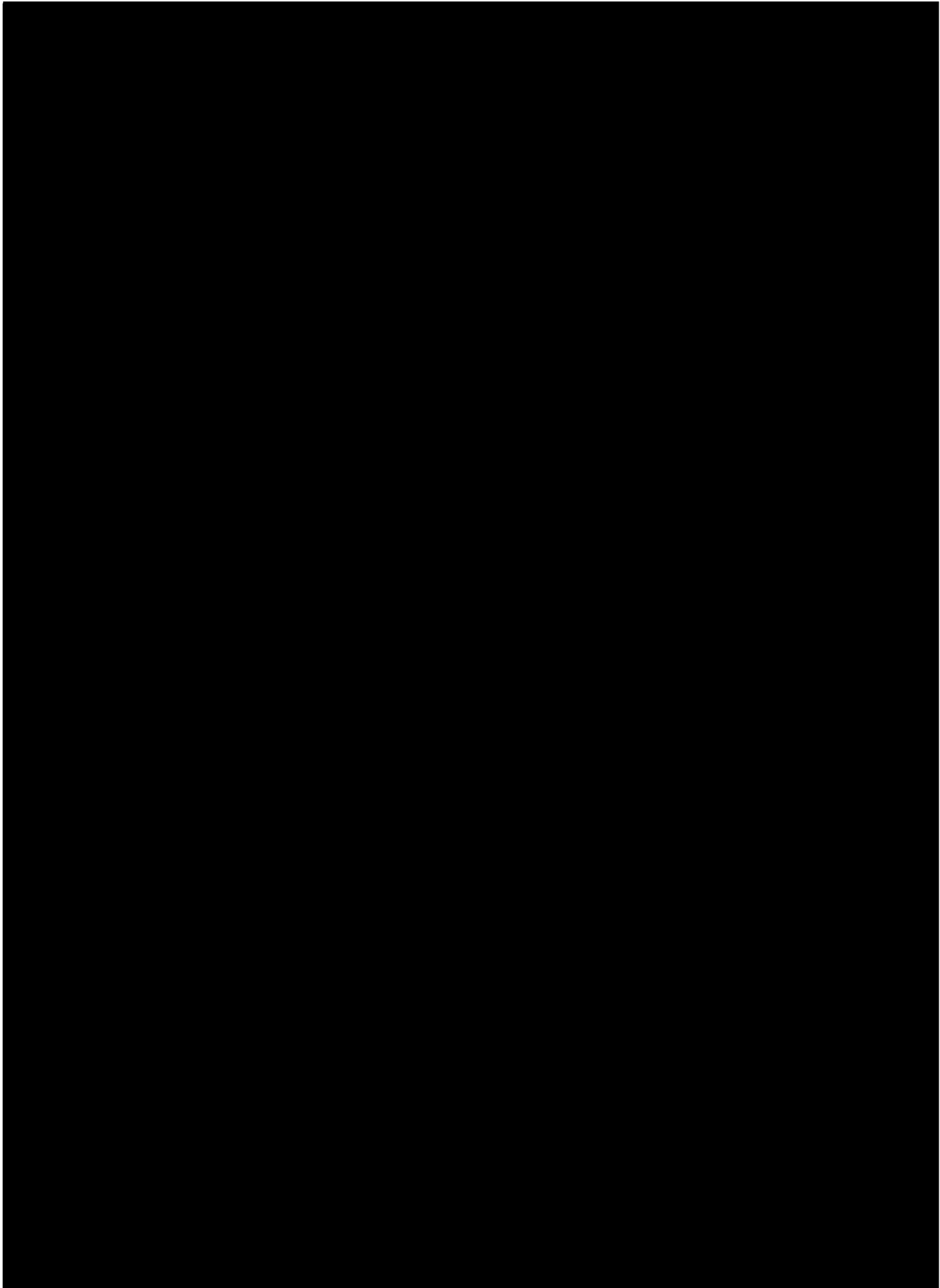




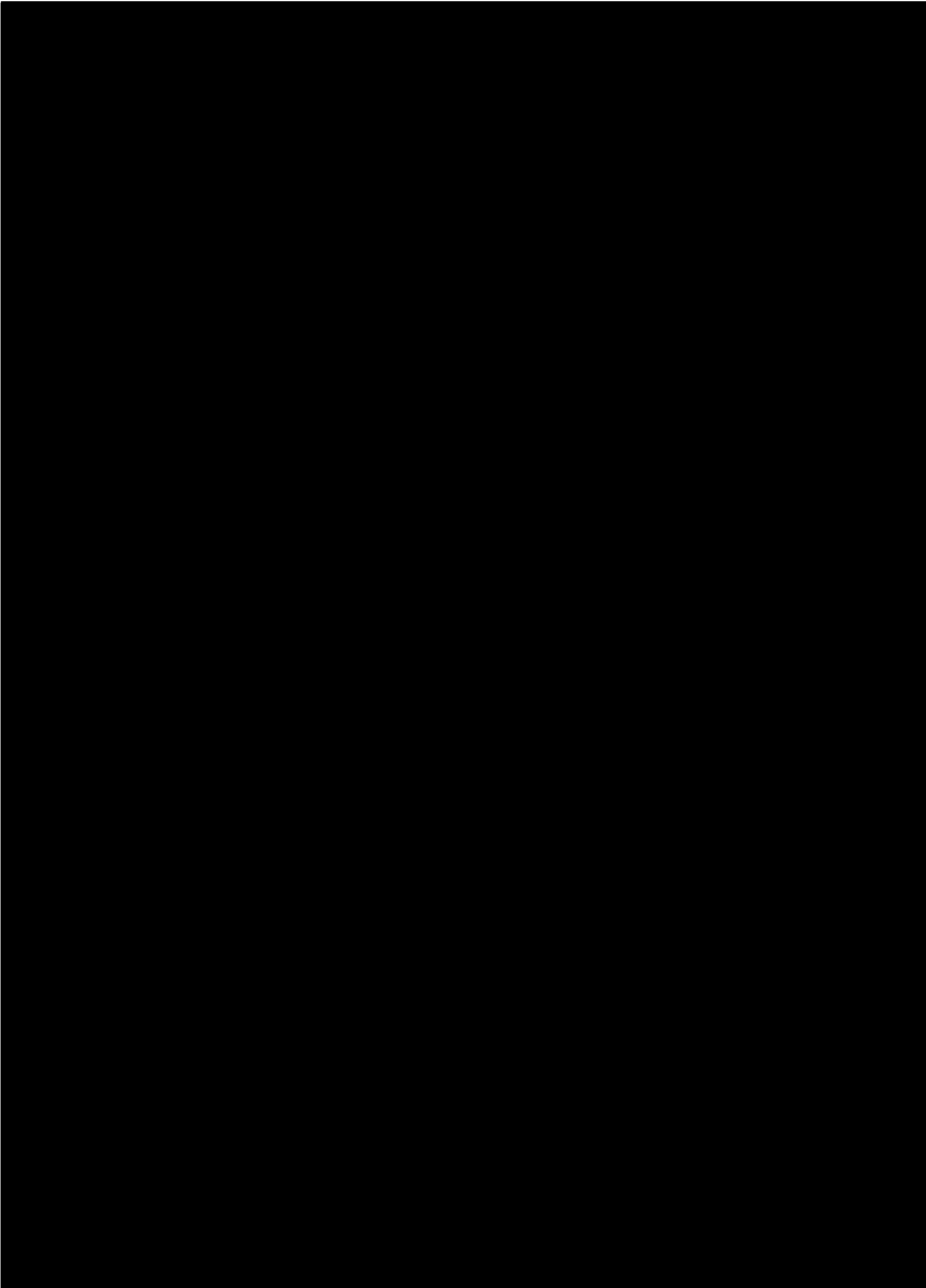
“Intellectual Property” includes: (a) all registered and unregistered trademarks, services marks, trade names, fictitious business names, trade dress, brand names, slogans, logos, corporate names, domain names, registrations and applications for registrations for the foregoing with all goodwill associated therewith, together with all translations, adaptations, derivations, and combinations, applications, registrations, extensions, and renewals, foreign and domestic, relating thereto; (b) inventions existing at the time of transfer of assets (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations relating thereto; (c) copyrights in both published and unpublished works, registrations, renewals, and applications for registrations thereof, including software; and (d) trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing, packaging and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and related rights owned by or licensed to the applicable party.



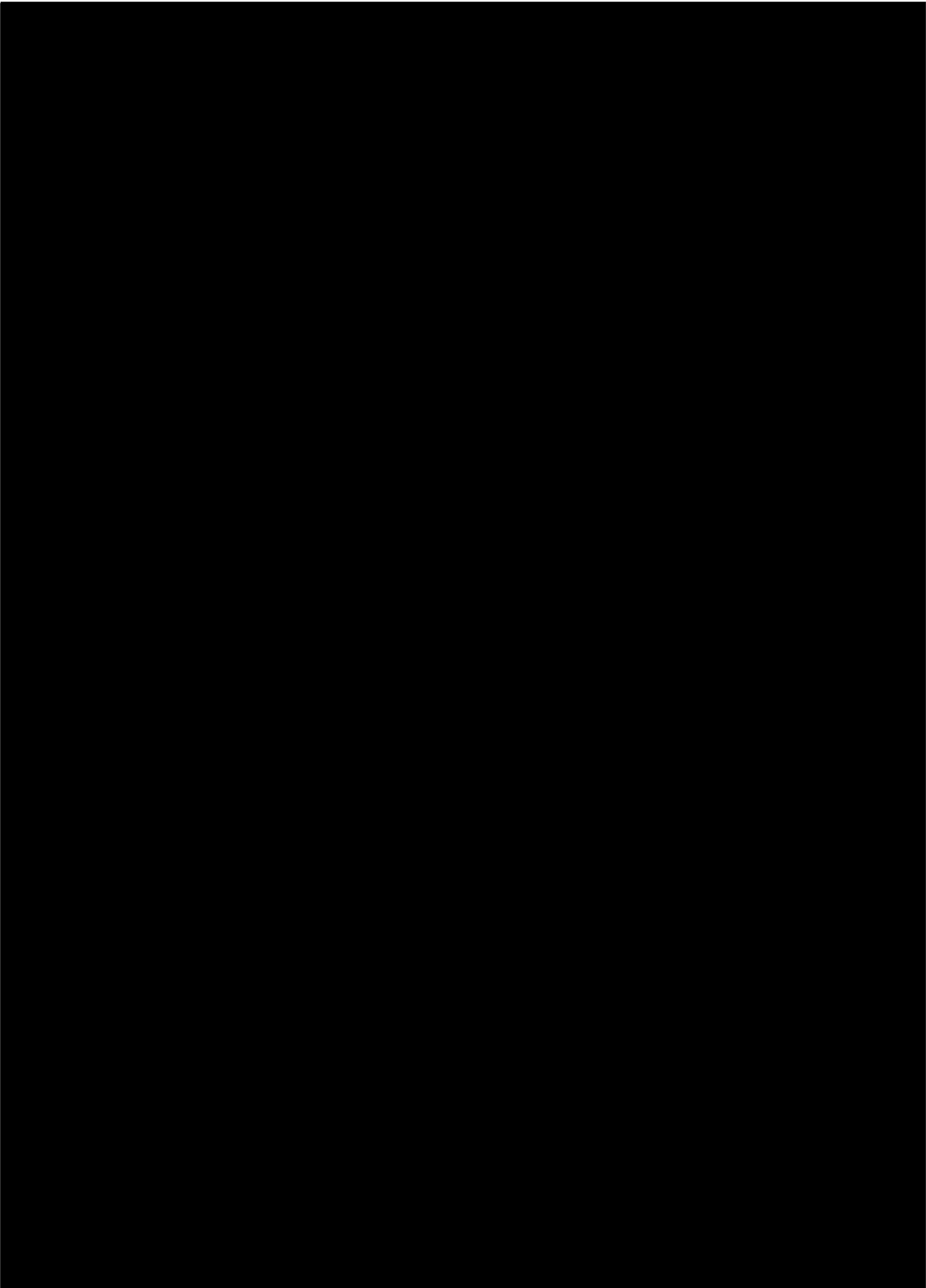


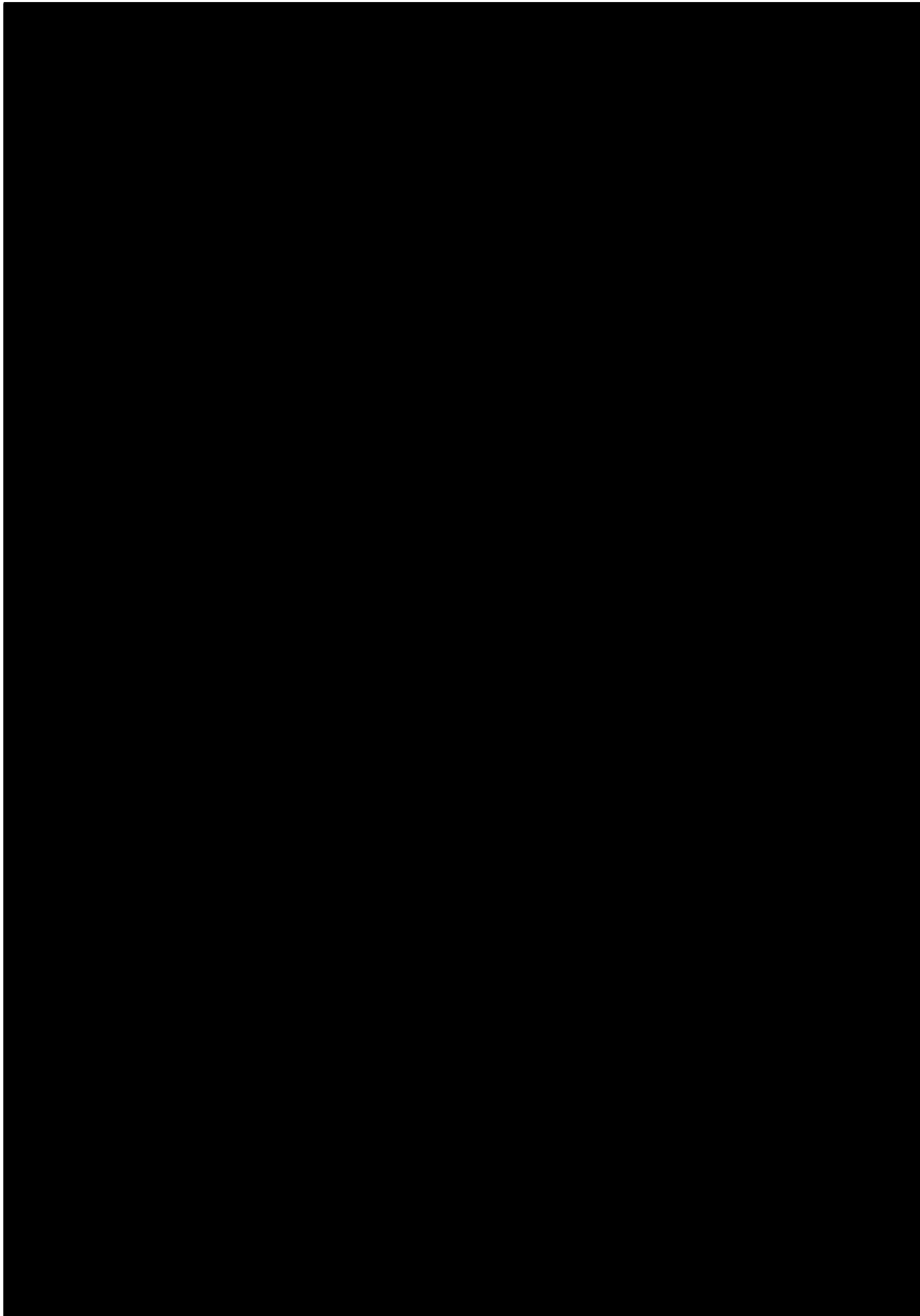


**TRADEMARK**  
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RECORDED: 05/06/2009

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