

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
Bossa Nova Beverage Group, Inc.		06/24/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sunny Delight Beverages Co.		
Street Address:	4747 East Lake Forest Drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77572411	BOSSA NOVA THE SUPERFRUIT COMPANY	
Registration Number:	3615299	BOSSA NOVA SUPERFRUIT	
Registration Number:	2813673	BOSSA NOVA	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.372.2000		
Email:	chicago_ip_docket@mwe.com		
Correspondent Name:	John G. Bisbikis		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	71883-715 JGB/CMV		
NAME OF SUBMITTER:	John G. Bisbikis		

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**TRADEMARK
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Signature:	/John G. Bisbikis/
Date:	07/01/2009
Total Attachments: 4 source=Bossa Nova to Sunny Delight TM Assignment#page1.tif source=Bossa Nova to Sunny Delight TM Assignment#page2.tif source=Bossa Nova to Sunny Delight TM Assignment#page3.tif source=Bossa Nova to Sunny Delight TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Bossa Nova Beverage Group, Inc., a California corporation (the "Assignor"), is the owner of record of the trademarks listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto (the "Trademarks");

WHEREAS, Sunny Delight Beverages Co., a Florida corporation (the "Assignee"), acquired the Trademarks and the ongoing and existing business of the Assignor to which the Trademarks pertain from Assignor pursuant to the Agreement For Purchase And Sale Of Assets (the "Purchase Agreement") made and entered into as of the date hereof to which Assignor and Assignee are parties; and

WHEREAS, Assignee is the successor to that portion of the ongoing and existing business to which the Trademarks pertain; and

WHEREAS, the Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademark to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her foreign counterparts in the foreign jurisdictions that exercise authority over any of the Trademarks to record this assignment.

At any time, and from time to time at Assignee's request, Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Trademarks in the Assignee. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on this 23rd day of June, 2009.

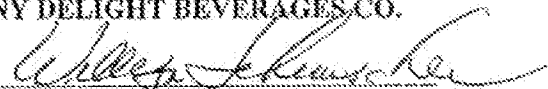
ASSIGNOR

BOSSA NOVA BEVERAGE GROUP, INC.

By: _____
Name:
Title:

ASSIGNEE

SUNNY DELIGHT BEVERAGES CO.

By: 
Name: William Schumacher
Title: Chief Financial Officer
and Senior Vice President.

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on this 29th day of June, 2009.

ASSIGNOR

BOSSA NOVA BEVERAGE GROUP, INC.

By: 

Name: Arton Johnson

Title: CEO

ASSIGNEE

SUNNY DELIGHT BEVERAGES CO.

By: _____

Name: William Schumacher

Title: Chief Financial Officer
and Senior Vice President

[Signature Page to Trademark Assignment]

Schedule A

Country	Mark	Application/ Registration No.	Goods	Status
Canada				
	BOSSA NOVA SUPERFRUIT	Application No. 1,411,990	Non-alcoholic fruit juice beverages	Formalized, September 29, 2009
	BOSSA NOVA	Registration No. TMA711892	Non-alcoholic beverages, namely, fruit drinks	Registered April 15, 2008
	BOSSA NOVA THE SUPERFRUIT COMPANY	Application No. 1411989	Non-alcoholic fruit juice beverages	Formalized September 29, 2009
United States				
	BOSSA NOVA THE SUPERFRUIT COMPANY	Application No. 77572411	Non-alcoholic fruit juice beverages	Notice of Allowance mailed May 12, 2009; Statement of Use due November 12, 2009
	BOSSA NOVA SUPERFRUIT	Registration No. 3615299	Non-alcoholic fruit juice beverages	Registered May 5, 2009
	BOSSA NOVA	Registration No. 2813673	Non-alcoholic beverages, namely, fruit drinks	Registered February 10, 2004