

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VenCore Solutions LLC		06/24/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Bossa Nova Beverage Group, Inc.		
Street Address:	11965 Venice Boulevard, Suite 409		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90066		
Entity Type:	CORPORATION:		
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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Signature:	/John G. Bisbikis/
Date:	07/01/2009
Total Attachments: 4 source=Bossa Nova Security Agreement Termination and Release from VenCore Solutions#page1.tif source=Bossa Nova Security Agreement Termination and Release from VenCore Solutions#page2.tif source=Bossa Nova Security Agreement Termination and Release from VenCore Solutions#page3.tif source=Bossa Nova Security Agreement Termination and Release from VenCore Solutions#page4.tif	

**SECURITY AGREEMENT
TERMINATION AND RELEASE**

This TERMINATION AND RELEASE ("**Termination and Release**") is dated June 24, 2009, and made by VenCore Solutions LLC ("**Lender**"), in favor of Bossa Nova Beverage Group, Inc. ("**Borrower**");

WITNESSETH

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement Number 1414, signed August 30, 2007 (the "**Security Agreement**");

WHEREAS, in the Security Agreement, among other things, Borrower granted to Lender a security interest in the Collateral (as defined in the Security Agreement), in accordance with the terms and provisions thereof; and

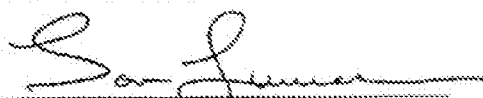
WHEREAS, Borrower and Lender are also parties to a certain Payoff Letter dated June 16, 2009 ("**Release Letter**"), which, among other things, provided that (i) Borrower has made repayment to Lender of all amounts borrowed under the Security Agreement, and (ii) Lender has fulfilled all of its obligations to Borrower under the Security Agreement or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Lender hereby terminates and releases the security interests in the Collateral, including the intellectual property listed on the attached Schedule A, as follows:

1. Incorporation of Prior Agreements. The Security Agreement, and its respective terms and provisions thereof, are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Release of Security Interests. Lender hereby terminates and releases its security interest in, assignment of, general lien on and right of set-off of all of the Collateral, including the intellectual property listed on Schedule A.
3. Further Assurances. Lender hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

IN WITNESS WHEREOF, Lender has duly executed this Termination and Release as of the date first written above.

LENDER:
VenCore Solutions LLC

By: 

Title: Vice President

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

BORROWER:
Bossa Nova Beverage Group, Inc

By: _____

Title: _____

IN WITNESS WHEREOF, Lender has duly executed this Termination and Release as of the date first written above.

LENDER:
VenCore Solutions LLC

By: _____

Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

BORROWER:
Bossa Nova Beverage Group, Inc

By:  _____

Title: CEO _____

SCHEDULE A

INTELLECTUAL PROPERTY

Patent Applications

Title	Application Number	Filed
Phytochemical rich beverage made from Acai fruit	11/717,674	March 12, 2007
Phytochemical rich beverage made from Acai fruit	60/782,555	March 14, 2006

Trademarks

Country	Mark	Application/ Registration No.	Goods
Canada			
	BOSSA NOVA SUPERFRUIT	Application No. 1,411,990	Non-alcoholic fruit juice beverages
	BOSSA NOVA	Registration No. TMA711892	Non-alcoholic beverages, namely, fruit drinks
	BOSSA NOVA THE SUPERFRUIT COMPANY	Application No. 1411989	Non-alcoholic fruit juice beverages
United States			
	BOSSA NOVA THE SUPERFRUIT COMPANY	Application No. 77572411	Non-alcoholic fruit juice beverages
	BOSSA NOVA SUPERFRUIT	Registration No. 3615299	Non-alcoholic fruit juice beverages
	BOSSA NOVA	Registration No. 2813673	Non-alcoholic beverages, namely, fruit drinks

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