

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Liquid Energy LLC		08/27/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	XL Energy Drink Corp.
<b>Street Address:</b>	521 5th Avenue
<b>Internal Address:</b>	28th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10175
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	78940699	XLNY
Serial Number:	78923419	XL ENERGY BLAST
Serial Number:	78922609	XL ENERGY DRINK
Serial Number:	78922592	XL ENERGY DRINK
Serial Number:	78917693	XL ENERGY BLAST
Serial Number:	78673257	XL ENERGY
Serial Number:	77352157	XL ENERGY DRINK
Serial Number:	77352076	XL SUGAR FREE
Registration Number:	3339184	USAXL
Serial Number:	77152741	NYCXL
Serial Number:	77152736	EXCITE YOUR SENSES
Serial Number:	77152710	USA XL ENERGY BLAST
Serial Number:	77152703	XL EXCITE YOUR SENSES

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Serial Number:	77014445	ENERGY BLAST XL
Registration Number:	2516239	ENERGY BLAST
Serial Number:	78923442	NY ENERGY BLAST
Serial Number:	78923404	XL ENERGY BLAST
Serial Number:	78817746	XL ENERGY DRINK

**CORRESPONDENCE DATA**

Fax Number: (312)463-5001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-463-5000  
Email: bwptotm@bannerwitcoff.com  
Correspondent Name: James V. Callahan  
Address Line 1: 10 South Wacker Drive  
Address Line 2: Suite 3000  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	007149.00001
NAME OF SUBMITTER:	James V. Callahan
Signature:	/James V. Callahan/
Date:	09/02/2009

Total Attachments: 3  
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## ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **LIQUID ENERGY LLC**, a Delaware limited liability company, with offices at 25 Greystone Manor, Lewes, DE 19958 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **XL ENERGY DRINK CORP.**, a New York corporation, with offices at 521 5<sup>th</sup> Avenue, 28<sup>th</sup> Floor, New York, NY 10175 ("Assignee"), does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

*the trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein throughout the world set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "Trademarks").*

To be held and enjoyed by Assignee, along with the portion of the business of Assignor to which the Trademarks pertain, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignee had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors or assigns.

The effective date of this Assignment is 27 August, 2009. From and after said date, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

LIQUID ENERGY LLC  
A Delaware limited liability company

By: \_\_\_\_\_

Name:

*19*  
PETER KLOSE

Title:

DIRECTOR

**SCHEDULE A**  
 Trademarks in the name of  
 Liquid Energy LLC, a Delaware limited liability company

Trademark	Registration No. / Application No.
XLNY	78/940,699
XL ENERGY BLAST and Design	78/923,419
XL ENERGY DRINK and Design	78/922,609
XL ENERGY DRINK and Design	78/922,592
XL ENERGY BLAST (Stylized)	78/917,693
XL ENERGY	78/673,257
XL ENERGY DRINK and Design	77/352,157
XL SUGAR FREE and Design	77/352,076
USAXL	3,339,184
NYCXL	77/152,741
EXCITE YOUR SENSES	77/152,736
USA XL ENERGY BLAST	77/152,710
XL EXCITE YOUR SENSES	77/152,703
ENERGY BLAST XL	77/014,445
ENERGY BLAST	2,516,239
NY ENERGY BLAST (Stylized)	78/923,442
XL ENERGY BLAST (Stylized)	78/923,404
XL ENERGY DRINK	78/817,746