

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Angela Jae Barbato (a/k/a)  
AJ Barbato, Angela Barbato and  
Angela J. Barbato

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) Sept 14, 2009

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: DRINKCO LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 3455 NE 12TH TERRACE #4

City: OAKLAND PARK

State: FLORIDA

Country: USA                              Zip: 33334

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship \_\_\_\_\_
- Other LLC                      Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

NA

B. Trademark Registration No.(s)

SEE ATTACHED LISTING

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

SEE ATTACHED LISTING

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: DRINKCO LLC

Internal Address: \_\_\_\_\_

Street Address: 12TH  
3455 NE TERRACE #4

City: OAKLAND PARK

State: FLORIDA                              Zip: 33334

Phone Number: 954-561-8229

Fax Number: 954-567-8995

Email Address: DAWN@DRINKCO.NET

**6. Total number of applications and registrations involved:**

25

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$640.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Credit Card Authorization

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Angela Jae Barbato  
Signature

Sept 14, 2009  
Date

Angela Jae Barbato  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$640.00 3127013

**Exhibit A**  
**Marks**

<b><u>SER#</u></b>	<b><u>REG#</u></b>	<b><u>MARK</u></b>	<b><u>REG</u></b>	<b><u>OWNER</u></b>
78976874	3127013	PUNCHLINE	08.08.06	Barbato, Angela Jae
78626049	3092839	RABBIT PUNCH	05.16.06	Barbato, Angela Jae
78639314	3109136	GET YOUR BUNNY BUZZ!	06.27.06	Barbato, Angela Jae
78639247	3087740	HOP, SKIP, & GO NAKED PUNCH	05.02.06	Barbato, Angela Jae
78639267	3317187	SPRING BREAK PUNCH	10.23.07	Barbato, Angela Jae
78646908	3172469	BEVOLUTION (cocktail mixers)	11.14.06	Barbato, Angela
78720037	3150846	CITRUS RUSH	10.03.06	Barbato, Angela
78786117	3248613	ENERGIZED COCKTAIL MIX	05.29.07	Barbato, Angela J.
78786119	3331868	NAKED ALL NIGHT	11.06.07	Barbato, Angela J.
78828062	3187348	JOIN THE BEVOLUTION (cocktail mixers)	12.19.06	Barbato, Angela J.
78842865	3181010	THE MINT IS IN THE MIX	12.05.06	Barbato, Angela J.
78882014	3494093	HARD ROCKIN' CITRUS	08.26.08	Barbato, A J
78979509	3393566	MOJITO VICE	03.04.08	Barbato, Angela J.
77000255	3313240	AMMUNITION	10.16.07	Barbato, A J
77029967	3485536	AMMO (fruit flavored drink concentrates)	08.12.08	Barbato, Angela
77029956	3366417	A LIQUID 'SHOT' OF ENERGY	01.08.08	Barbato, A J
77092895	3558922	AMMO (caffeine preparations)	01.06.09	Barbato, A J
77117914	3386123	AMMO UP	02.19.08	Barbato, A J
77205642	3384580	BEVOLUTION (concentrates & drinking water)	02.19.08	Barbato, A J
77205625	3384579	JOIN THE BEVOLUTION (concentrates & water)	02.19.08	Barbato, A J
77341960	3535150	AMMOLYTE	11.18.08	Barbato, A J
78786042	3662039	SILVERITA (033)	07.28.09	Barbato, Angela J.
77261266	3632182	BEVOLUTIONIST (032)	06.02.09	Barbato, A J
77261256	3632181	BEVOLUTIONARY (032)	06.02.09	Barbato, A J
78862140	3665159	GOOD SPIRITS (032)	08.04.09	Barbato, Angela J.

## GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "*Bill of Sale*") is made as of this 14th day of September, 2009 by and among Angela Jae Barbato (a/k/a A J Barbato, Angela Barbato and Angela J. Barbato), an individual residing at 2971 NE 16th Avenue, Oakland Park, Florida 33334 (the "*Transferor*"), to and in favor of DrinkCo, L.L.C., a Florida limited liability company ("*Transferee*") with immediate effect.

### RECITALS:

The Transferor and Transferee are entering into a Contribution and Transfer Agreement dated of even date herewith by and between the Transferor, the Transferee, DrinkCo Holdings, LLC and Barry P. Gossett (the "*Contribution Agreement*");

In connection with the transactions contemplated by the Contribution Agreement, the Transferor is selling, assigning, transferring, conveying, and delivering to the Transferee, and the Transferee is purchasing, assuming, acquiring and accepting from the Transferor, all right, title and interest in and to the trademarks listed on Exhibit A hereto (the "*Marks*"), and, except for the Licensed Intellectual Property (as defined in the Contribution Agreement), all other intellectual property of the Transferor used or usable in the business of Transferee as now conducted or as proposed to be conducted by the Transferee, including, without limitation, any and all United States and foreign patents (including continuations, continuations-in-part, reissues and re-examinations thereof), registered and unregistered trade names, trademarks, service names and service marks and all goodwill associated therewith, copyrights and copyright registrations, trade secrets; computer data (including formulations and analyses), computer programs and software (in source code and object code form) and firmware and all related programming, user and systems documentation, proprietary inventions, processes, designs (whether or not patentable or reduced to practice), know-how, recipes, formulae, algorithms, methods, specifications, and other technical information, and all other intellectual property rights and assets used in connection with the Assignor's business and its products as now conducted or as proposed to be conducted by the Assignee (collectively with the Marks, the "*Intellectual Property*"), each effective as of the date hereof.

The execution and delivery of the Contribution Agreement and the agreements, instruments and documents contemplated thereby (including, without limitation, this Bill of Sale) is a condition to the closing of the transactions contemplated by that certain Securities and Convertible Note Purchase Agreement dated of even date herewith by and between DrinkCo Holdings, LLC and the Investors specified on Exhibit A thereto (as may be amended from time to time, the "*Securities Purchase Agreement*").

Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Securities Purchase Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the issuance of the Units and Class A Common Units to the Transferor under the Securities Purchase Agreement and the agreements contemplated thereby, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by the Transferor and the Transferee, and with the intent to be legally bound, the Transferor and the Transferee hereby agree as follows:

TRADEMARK

REEL: 004061 FRAME: 0265

1. Pursuant to the terms of the Contribution Agreement and the Securities Purchase Agreement and the agreements, instruments and documents contemplated by each such agreement, the Transferor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Transferee and its successors and assigns, to have and to hold forever, all right, title and interest in and good and marketable title, free and clear of all Liens, to all of the Intellectual Property.

2. This Bill of Sale is being delivered pursuant to, and subject to the representations, warranties, covenants and agreements set forth in the Contribution Agreement, the Securities Purchase Agreement and the agreements, instruments and documents contemplated by each such agreement. Nothing set forth in this Bill of Sale shall supersede or limit any of the representations, warranties, covenants, agreements or indemnities contained in the Contribution Agreement, the Securities Purchase Agreement or the agreements, instruments and documents contemplated thereby, each of which shall remain in full force and effect to the extent therein provided. In the event of any conflict or inconsistency between the terms of the Securities Purchase Agreement or the terms of Contribution Agreement and the terms hereof, the terms of the Securities Purchase Agreement and the Contribution Agreement shall govern.

3. The Transferor hereby covenants and agrees that at any time and from time to time after the Closing Date, at the reasonable request of the Transferee and without further consideration from the Transferee, the Transferor shall execute and deliver, or cause to be executed and delivered, such further instruments of sale, transfer, conveyance, assignment or confirmation, and the Transferor shall take such other action, as the Transferee may consider necessary or convenient to more effectively transfer, convey and assign to the Transferee, and to confirm the Transferee's title to and interest in, all of the Intellectual Property, to put the Transferee in actual possession and operating control thereof, to assist the Transferee in exercising all rights with respect thereto or under the Contribution Agreement, the Securities Purchase Agreement and the agreements, instruments and documents contemplated by each such agreement and to carry out the transactions contemplated in the Contribution Agreement, the Securities Purchase Agreement or by the agreements, instruments and documents contemplated by each such agreement.


4. The Transferor does hereby irrevocably constitute and appoint the Transferee, its successors and assigns, as their true and lawful attorney-in-fact, coupled with an interest, with full power of substitution, in the Transferor's name, individually and collectively, or otherwise, and on behalf of the Transferor, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all Intellectual Property, tangible or intangible, hereby sold, transferred, conveyed, licensed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instrument of satisfaction and release, or any other instruments deemed appropriate by the Transferee in connection therewith.


5. This Bill of Sale shall be governed by and construed in accordance with the substantive laws of the State of Delaware, USA, without regard to principles of conflict of laws.

\* \* \* \* \*

NOW, THEREFORE, the Transferor has caused this Bill of Sale to be duly executed under seal as of and on the date first above written.

WITNESS:

  
\_\_\_\_\_  
Dante E. Wilson

  
\_\_\_\_\_  
Angela Jac Barbato (a/k/a A J Barbato, Angela Barbato and Angela J. Barbato),