

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
PETRO SPIRITS LLC		09/14/2009	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	GOAMERICAGO BEVERAGES, LLC		
Street Address:	1030 Palmer Rd		
City:	Shoreham		
State/Country:	VERMONT		
Postal Code:	05770		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77613912	PETRO	
Serial Number:	77614884	PETRO SPIRITS	
Serial Number:	77615888	IGNITE YOUR NIGHT	
Serial Number:	77614933	PETRO ROCKS	
Serial Number:	77615919	PETRO AGUARDIENTE	
CORRESPONDENCE DATA			
Fax Number:	(866)639-4889		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-866-628-2517		
Email:	XM@SECUREYOURTRADEMARK.COM		
Correspondent Name:	XAVIER MORALES		
Address Line 1:	PO BOX 2987		
Address Line 4:	NEW YORK, NEW YORK 10008		

OP \$140.00 77613912

NAME OF SUBMITTER:	XAVIER MORALES
Signature:	/XM/
Date:	09/16/2009
Total Attachments: 2 source=Agreement#page1.tif source=Agreement#page2.tif	

AGREEMENT

This agreement ("Agreement") is entered into by Petro Spirits, LLC, a District of Columbia limited liability company with a principal office located in Middleburg, VA ("Petro Spirits"), and GoAmericaGo Beverages, LLC, a Delaware limited liability company with a principal office located in Shoreham, VT ("GoAmericaGo Beverages"). Petro Spirits and GoAmericaGo Beverages may be referred to individually as Party or collectively as Parties. This Agreement is effective as of the date signed by both Parties (the "Effective Date").

WHEREAS Petro Spirits has filed registration applications with the U.S. Patent and Trademark Office ("USPTO") as the owner of certain trademarks, as further identified below; and

WHEREAS GoAmericaGo Beverages seeks to acquire ownership of such trademarks;

NOW THEREFORE, in consideration of the mutual promises expressed herein, the sufficiency of which is acknowledged by the Parties, Petro Spirits and GoAmericaGo Beverages agree as follows:

1. Petro Spirits is the owner of, and has filed registration applications with the USPTO for, the following five (5) trademarks: Petro (Serial No. 77613912); Petro Spirits (Serial No. 77614884); Ignite Your Night (Serial No. 77615888); Petro Rocks (Serial No. 77614933); and Petro Aguardiente (Serial No. 77615919) (collectively, "the Trademarks").
2. GoAmericaGo Beverages intends to market certain beverages and related products using the Petro name and/or one or more of the Trademarks ("Petro line of business").
3. As of the Effective Date, Petro Spirits shall assign ownership of the Trademarks to GoAmericaGo Beverages in exchange for certain payments made to Petro Spirits, as follows:
 - a. Within 90 days of the Effective Date of this Agreement, GoAmericaGo Beverages shall make payment of ten thousand US dollars (\$10,000.00) to Petro Spirits.
 - b. For all sales made by GoAmericaGo Beverages under the Petro line of business, GoAmericaGo Beverages shall pay to Petro Spirits a fee equal to two percent (2.0%) of its total annual revenue (amount generated by the Petro line of business before deduction of any costs or expenses). The first such annual period shall run from January 1, 2009 through December 31, 2009, prorated to be consistent with the Effective Date of this Agreement. The payment owed to Petro Spirits shall be made no later than 45 days after the end of each annual period.
 - c. In the event that GoAmericaGo Beverages (i) sells the Petro line of business, (ii) makes any asset sale or partial sale of any component of the Petro line of business; (iii) grants a right to conduct a Petro line business in any territory, or (iv) grants a license to use one or more of the Trademarks to a third party whose ownership is unrelated to the ownership of GoAmericaGo Beverages, Petro Spirits shall receive from GoAmericaGo Beverages two and one half percent (2.5%) of the gross sales price, royalty or license fee paid to GoAmericaGo Beverages.
 - d. In the event that GoAmericaGo Beverages is sold in its entirety to an unrelated third party, Petro Spirits shall receive from GoAmericaGo Beverages two and one half percent (2.5%) of the gross sales price paid that is attributable to the Petro line of business.
4. GoAmericaGo may not sell, assign, lease or otherwise transfer ownership of the Petro line of business to a third party whose ownership is related to that of GoAmericaGo Beverages, unless such third party buyer/lessee/assignee/transferee is obligated to assume all of GoAmericaGo Beverages' obligations under this Agreement.

5. Upon reasonable notice, Petro Spirits, at its own expense, shall have the right to examine the books and records of GoAmericaGo Beverages relating to the Petro line of business once every twelve months. Annually, GoAmericaGo Beverages shall provide to Petro Spirits, insofar as they relate to the Petro line of business, (i) a copy of its audited financial statement or tax return and (ii) a list of all agreements entered into by GoAmericaGo Beverages.
6. On the Effective Date, Petro Spirits shall promptly assign ownership of the Trademarks, and any domain names and logos created by Petro Spirits, to GoAmericaGo Beverages at the expense of GoAmericaGo Beverages. Such assignment shall be strictly subject to GoAmericaGo Beverages' ongoing compliance with all terms and conditions of this Agreement.
7. Petro Spirits agrees to credit GoAmericaGo Beverages up to \$5000 of its future earnings. Credit will be based on the gross revenue income that Petro Spirits earns from the Effective Date through December 31st 2010. Requirement will be satisfied once credit has been fulfilled or term has expired. Once satisfied, Petro Spirits will have no further obligation to provide a credit to GoAmericaGo Beverages.
8. This Agreement shall terminate upon any of the following events:
 - a. Petro Spirits' receipt of the payment required by paragraph 3c; or
 - b. Petro Spirits' receipt of the payment required by paragraph 3d; or
 - c. The Parties agree in writing to terminate the Agreement.
9. This Agreement shall be governed by the law of the District of Columbia. The Parties agree to negotiate in good faith in an effort to resolve any dispute under this Agreement. In the event such dispute is not resolved after good faith negotiations have taken place over a period of at least six months, either Party may seek resolution of the dispute through binding arbitration conducted pursuant to the Commercial Arbitration Rules and Procedures of the American Arbitration Association before a single arbitrator in Washington, D.C. Such binding arbitration shall be the sole recourse for resolving any dispute under this Agreement that cannot be resolved through good faith negotiation.
10. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement may not be modified except by a written document signed by an authorized person on behalf of each Party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

IN WITNESS WHEREOF, the Parties, through their respective authorized signatories, have caused this Agreement to be duly executed as of the dates identified below.

Petro Spirits, LLC

GoAmericaGo Beverages, LLC

By: [Signature]
Signature

By: [Signature]
Signature

Name: MARK WYATT

Name: RAS BHAKTA

Title: Manager

Title: Managing Partner

Date: 9/11/09

Date: 9/14/09