

TO: KATHERINE H. MCGUIRE, ESQ. COMPANY: 700 CROSSROADS BUILDING

09-16-09 10:26 FROM-Woods Oviatt

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T-036 P.003/006 F-068

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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09/04/2009  
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|--|------------------------------------|--|--------------------|
| <b>SUBMISSION TYPE:</b>  |                                    | NEW ASSIGNMENT                               |                    |
| <b>NATURE OF CONVEYANCE:</b>   |                                    | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                    |
| <b>CONVEYING PARTY DATA</b>  |                                    |  |                    |
| <b>Name</b>  | <b>Formerly</b>                    | <b>Execution Date</b>                        | <b>Entity Type</b> |
| The Jelt Company, Inc.   |                                    | 08/03/2008                                   | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>  |                                    |  |                    |
| <b>Name:</b>   | Liquid Culture, LLC                |  |                    |
| <b>Street Address:</b>   | 2570 Avenue B                      |  |                    |
| <b>Internet Address:</b>   | North Pier A                       |  |                    |
| <b>City:</b>   | North Charleston                   |  |                    |
| <b>State/Country:</b>  | SOUTH CAROLINA                     |  |                    |
| <b>Postal Code:</b>  | 29406                              |  |                    |
| <b>Entity Type:</b>  | CORPORATION: <i>South Carolina</i> |  |                    |
| <b>PROPERTY NUMBERS Total: 1</b>   |                                    |  |                    |
| <b>Property Type</b>   | <b>Number</b>                      | <b>Word Mark</b>                             |                    |
| <b>Serial Number:</b>  | 77024633                           | KARMA  |                    |
| <b>CORRESPONDENCE DATA</b>   |                                    |  |                    |
| <b>Fax Number:</b>   | (585)382-4818                      |  |                    |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                    |  |                    |
| <b>Phone:</b>  | 588.382.4813                       |  |                    |
| <b>Email:</b>  | trademarks@woodsoviatt.com         |  |                    |
| <b>Correspondent Name:</b>   | Katherine H. McGuire, Esq.         |  |                    |
| <b>Address Line 1:</b>   | 700 Crossroads Building            |  |                    |
| <b>Address Line 2:</b>   | 2 Stars Street                     |  |                    |
| <b>Address Line 4:</b>   | Rochester, NEW YORK 14814          |  |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>   | RA590.71180                        |  |                    |
| <b>NAME OF SUBMITTER:</b>  | Katherine H. McGuire, Esq.         |  |                    |
| <b>Signature:</b>  | /katherine h. mcguire/             |  |                    |

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09-21-09 08:11 FROM-Woods Oviatt

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T-060 P.004/007 F-017

TO: KATHERINE H. MCGUIRE, ESQ. COMPANY: 700 CROSSROADS BUILDING

09-16-09 10:28 FROM-Woods Oviatt

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T-095 P.004/008 F-008

Date:

09/04/2009

Total Attachments: 2

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TRADEMARK

REEL: 004065 FRAME: 0187

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of September <sup>4<sup>TH</sup></sup>, 2009, is made by The Jolt Company, Inc., dba Wet Plant Beverages, having a place of business at 130 Linden Oaks Drive, Suite C, Rochester, New York 14625 ("Assignor"), to and for the benefit of Liquid Culture, LLC, having a place of business at 2570 Avenue B, North Pier A, North Charleston, SC 29405 ("Assignee"):

WHEREAS, Carl J. Rapp ("Rapp") is president and shareholder of Assignee and is further the president and shareholder of NRR Properties ("NRR").

WHEREAS, Assignor is party to a lease pursuant to which Assignor leases real property from NRR for the monthly rent amount of \$6,000.00.

WHEREAS, as of the date of this Assignment, Assignor was indebted to NRR in the amount of \$9,074.60 representing unpaid rental obligations under the lease with NRR.

WHEREAS, Assignor is the listed owner of U.S. Trademark Application Serial No. 77/024,533 filed under 15 U.S.C. § 1051(b), on October 19, 2006, and Canadian Trademark Application No. 1345683 for the mark KARMA for dietary supplements in the nature of stimulants in liquid form made from botanicals, algae, spices, and herbs for use in restoring mental alertness, all for non-medicinal purposes (the "Mark") together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is to be used.

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark as the successor in interest to that portion of Assignor's business to which the Mark pertains and which is ongoing and existent, without any representations and warranties.

WHEREAS, Assignor agrees to assign the Mark to Assignee for the total sum of \$6,551.00 (the "Purchase Price"), which amount represents that cost of acquisition of the Mark together with legal fees and expenses incurred in the development of the Mark. Assignee and Rapp jointly agree to credit the Purchase Price towards Assignor's outstanding obligation to NRR (the "Credit", together with the Purchase Price, the "Payment"), thereby leaving an outstanding rental obligation of \$2,523.60 as of the date of this Assignment.

NOW, THEREFORE, in consideration of the Payment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of of Assignor's right, title, and interest of whatever kind in and to the Mark, together with (i) the goodwill of the business relating to the products in respect upon which the Mark is to be used and for which it has been applied for; (ii) all income, royalties, and damages thereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for security, completing, or vesting in Assignee full right, title, and interest in the Mark. Assignor hereby authorizes Assignee to file this Assignment with the United States Patent and Trademark Office either directly or by electronic means.

This Assignment is made to Assign the Mark to Assignee and to perfect and confirm any prior assignments thereof to Assignee, and to permit the same to be recorded in the United States Patent and Trademark Office.

IN WITNESS WHEREFOR, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

**ASSIGNOR**

The Folt Company, Inc. dba Wet Plant Beverages

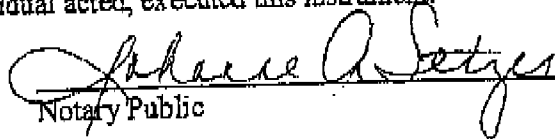
By: 

Name Printed: LOWELL & PATRICK

Title: COO

STATE OF NEW YORK )  
 COUNTY OF MONROE ) ss:

On the 4<sup>TH</sup> day of September in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared LOWELL PATRICK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

  
 Notary Public

JOHANNE A. SETZER  
 NOTARY PUBLIC - STATE OF NEW YORK  
 NO. 01-SE4900429  
 QUALIFIED IN MONROE COUNTY 13  
 COMMISSION EXPIRES JULY 13, 2013