

TRADEMARK ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kevin Serafini | | 12/15/2008 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | R3 Beverage Company, LLC | | |
| Street Address: | 3242 India Wilkes Place | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28270 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3184737 | RESURRECT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)927-0485 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 704-927-0400 | | |
| Email: | bhammer@hammerpatent.com | | |
| Correspondent Name: | Robert H. Hammer III | | |
| Address Line 1: | 3125 Springbank Lane, Suite G | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28226 | | |
| ATTORNEY DOCKET NUMBER: | 2192.3 | | |
| NAME OF SUBMITTER: | Robert H. Hammer III | | |
| Signature: | /robert h hammer iii/ | | |
| Date: | 10/14/2009 | | |

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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of December 15, 2008 ("Effective Date") by and between Healthy Innovations, Inc., a Nevada corporation (the "Assignor") and R3 Beverage, LLC, a limited liability company organized under the laws of the State of North Carolina (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor (i) has registered or (ii) has applied for the registration of those certain trademarks and/or service marks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Marks")

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto;
- (b) the registrations and applications for registrations each such Mark;
- (c) the goodwill of the business connected with and symbolized by each such Mark;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and

- (e) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. CONSIDERATION.

The consideration for the assignment of the Marks is set forth in that certain Secured Purchase Agreement, Secured Promissory Note and Security Agreement dated November 25, 2008, by and between Assignor and Assignee (the "Consideration").

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Marks and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

7. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

8. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

9. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If directed to Assignor:

Healthy Innovations, Inc.
c/o Kevin Serafini
P.O. Box 235780
Encinitas, California 92023
Phone (760) 518-2878
Fax (760) 429-7094
Email: kserafini@hibeverages.com

If directed to Assignee:

Mike Ridolfo
R3 Beverage Company, LLC
3242 India Wilkes Place
Charlotte, NC 28270
704-849-8166 (Office)
704-975-3811 (Cell)
704-849-8167 (Fax)
Email: mridolfo@carolina.rr.com

11. GOVERNING LAW.

This Assignment is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Assignor and the Assignee. All disputes and controversies arising out of or in connection with this Assignment shall be resolved exclusively by the state and federal courts located in San Diego County in the State of California, and each of the Assignor and the Assignee hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

12. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

HEALTHY INNOVATIONS, INC.

By: 

Name: Kevin Serafini

Title: President

ASSIGNEE

R3 Beverage Company

By: 

Name: Mike Ridolfo

Title: Sole member

SCHEDULE 1

LIST OF TRADEMARKS AND/OR SERVICE MARKS

| Trademark / Service Mark | Registration / Application Number | Date of Filing / Date of Registration |
|---------------------------------|--|--|
| Resurrect | 3184737 | 03/29/2005 – 12/12/2006 |
| R2 | 3237279 | 06/30/2006 – 5/1/2007 |
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