

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
Health International Corporation		09/30/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Double Blue Jay Corporation		
Street Address:	8512 Riverview Drive		
City:	Riverview		
State/Country:	FLORIDA		
Postal Code:	33578		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3516827	REDNECK	
CORRESPONDENCE DATA			
Fax Number:	(813)384-2817		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(813) 222-2021		
Email:	mmason@fowlerwhite.com		
Correspondent Name:	Monica B. Mason, Esq.		
Address Line 1:	Fowler White Boggs P.A.		
Address Line 2:	501 E. Kennedy Blvd., Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	101-6658		
NAME OF SUBMITTER:	Monica B. Mason		
Signature:	/mbm/		
Date:	12/04/2009		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 30th day of July 2009 (the "Effective Date"), is entered into by and between HEALTH INTERNATIONAL CORPORATION, a Florida corporation, with its principal place of business located at 11880 28th Street North, St. Petersburg, Florida 33716 ("the Assignor", which expression shall include the Assignor's personal representatives and successors in title), and DOUBLE BLUE JAY CORPORATION, a Florida corporation, with its principal place of business located at 8512 Riverview Drive, Riverview, Florida 33578 ("the Assignee")(hereinafter referred to collectively as "the Parties" or individually as "the Party").

WHEREAS, the Assignor represents that it is the lawful owner of the trademark REDNECK used in connection with "high energy non-alcoholic beverages, namely, frozen fruit-based beverages, fruit flavored beverages, smoothies, fruit and vegetable juices, non-alcoholic fruit and vegetable juice-based drinks, bottled drinking water, and mineral and tonic water" (hereafter, "the Trademark") and that it owns any and all rights in and to the Trademark; and

WHEREAS, the Assignor represents that it is using the Trademark in its business; and

WHEREAS, the Assignor represents that it has not abandoned the Trademark; and

WHEREAS, the Assignor represents that it is the lawful owner of U.S. Registration 3,516,827 for the mark REDNECK registered on the Principal Register of the United States Patent and Trademark Office for "high energy non-alcoholic beverages, namely, frozen fruit-based beverages, fruit flavored beverages, smoothies, fruit and vegetable juices, non-alcoholic fruit and vegetable juice-based drinks, bottled drinking water, and mineral and tonic water" in International Class 32, registered on October 14, 2008 (hereafter, "the Registration"), and that it owns any and all rights in and to the Registration (hereafter, the Trademark and the Registration shall be referred to collectively as "the Trademark Registration"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademark Registration to the Assignee, and is desirous of transferring such rights; and

WHEREAS, the Assignee is a successor to a portion of the business of the Assignor to which the Trademark Registration pertains and is desirous of acquiring the Trademark Registration.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 The Assignor represents and warrants that:

- 1.1 The Trademark Registration does not violate or infringe any intellectual property, personal or property rights of others, including but not limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;
- 1.2 The Assignor has no knowledge of any threatened or pending claims regarding the Trademark Registration, including but not limited to any claims or threatened claims of infringement of any intellectual property rights, personal or property rights of others, common law right, or privacy rights of others;

- 1.3 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
- 1.4 The Assignor is the sole owner of any and all rights, title and interest in and to the Trademark Registration, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademark Registration, (and all extensions and renewals of the Trademark Registration, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademark Registration and the portion of the business of the Assignor to which the Trademark Registration pertain. The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Trademark Registration and variations thereof (in addition to the above-listed Registration) and all rights to renewals and extensions for any such trademark registrations.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademark Registration (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademark Registration.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademark Registration in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 6.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademark Registration.
- 7.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademark Registration, and to effectuate this Agreement.
- 8.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademark Registration is owned, and will be owned, solely by the Assignee.
- 9.0 The Assignor expressly agrees to defend, indemnify and hold the Assignee harmless from any loss, damage, or injury arising out of or based upon any claims, demands or lawsuits alleging in whole or in part violation of trademark or conversion of the Trademark Registration or any part thereof.
- 10.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.

- 11.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 12.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 13.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 14.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in Pinellas County, Florida or in the United States District Court for the Middle District of Florida, Tampa Division.
- 15.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.
- 16.0 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

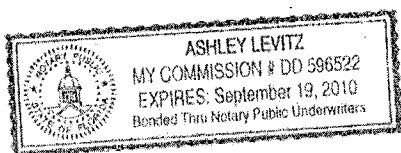
IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademark Agreement" on this _____ day of _____, 2009.

HEALTH INTERNATIONAL CORPORATION
a Florida corporation ("ASSIGNOR")

By: [Signature]
Name: Anthony A. Little
Its: President

STATE OF FLORIDA
COUNTY OF Dinellas

The foregoing Assignment was acknowledged before me this 30th day of September, 2009, by Anthony A. Little who is FLDC personally known to me or who has produced as identification.



[Signature]
Notary Public (signature)
Ashley Levitz
Notary Public (print or type)

Serial No. DD 596522
My commission expires: 9-19-2010

DOUBLE BLUE JAY CORPORATION
a Florida corporation ("ASSIGNEE")

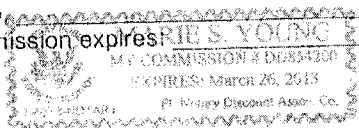
By: [Signature]
Name: Stephen L. Williams
Its: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Assignment was acknowledged before me this 30th day of July, 2009, by Stephen L. Williams who is ✓ personally known to me or who has produced as identification.

[Signature]
Notary Public (signature)
Marie S. Young
Notary Public (print or type)

Serial No. _____
My commission expires: _____



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