

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													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Beverage Innovations (International) Ltd.</td> <td></td> <td>03/11/2010</td> <td>CORPORATION:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Beverage Innovations (International) Ltd.		03/11/2010	CORPORATION:					
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Beverage Innovations (International) Ltd.		03/11/2010	CORPORATION:										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Kerry Group Services International Limited</td> </tr> <tr> <td>Street Address:</td> <td>Prince's Street</td> </tr> <tr> <td>Internal Address:</td> <td>Tralee</td> </tr> <tr> <td>City:</td> <td>County Kerry</td> </tr> <tr> <td>State/Country:</td> <td>IRELAND</td> </tr> <tr> <td>Entity Type:</td> <td>Republic of Ireland public limited company: IRELAND</td> </tr> </table>	Name:	Kerry Group Services International Limited	Street Address:	Prince's Street	Internal Address:	Tralee	City:	County Kerry	State/Country:	IRELAND	Entity Type:	Republic of Ireland public limited company: IRELAND	
Name:	Kerry Group Services International Limited												
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PROPERTY NUMBERS Total: 1													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3464008</td> <td>T-WAVE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3464008	T-WAVE							
Property Type	Number	Word Mark											
Registration Number:	3464008	T-WAVE											
CORRESPONDENCE DATA													
<p>Fax Number: (815)654-5770 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 815-633-5300 Email: rockmail@reinhardtllaw.com Correspondent Name: Gordon M. Wright Address Line 1: 2215 Perrygreen Way Address Line 2: Reinhart Boerner Van Deuren P.C. Address Line 4: Rockford, ILLINOIS 61107</p>													
ATTORNEY DOCKET NUMBER:	507823												
DOMESTIC REPRESENTATIVE													
<p>Name:</p> <p>Address Line 1:</p>													

CH \$40.00 3464008

900157851

TRADEMARK
REEL: 004172 FRAME: 0714

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gordon M. Wright

Signature:

/Gordon M. Wright/

Date:

03/23/2010

Total Attachments: 3

source=Deed of Transfer BEVERAGE to KERRY#page1.tif

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DEED OF TRANSFER

PATENTS, TRADEMARKS AND KNOW-HOW

This DEED OF TRANSFER is made as of the 11th day of March, 2010, between BEVERAGE INNOVATIONS (INTERNATIONAL) LTD. a Commonwealth of Bahamas corporation ("Seller"), and KERRY GROUP SERVICES INTERNATIONAL LIMITED, a Republic of Ireland public limited company ("KGS"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement (as defined herein).

WHEREAS, Kerry Inc., a Delaware corporation, KGS, Seller, Beverage Innovations, Inc., a Florida corporation, Marc-Alexander Lange, James L. Day and Dennies Bergmann entered into an Asset Purchase Agreement dated as of March 11, 2010, (the "Asset Purchase Agreement");

WHEREAS, Seller is the owner of the Patent, Trademarks and Know-how referred to in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to assign all of its rights, powers, liberties and immunities in and to the Patent, Trademarks and Know-how to KGS.

Now, this DEED witnesseth:

1. TRANSFER.

Pursuant to the Asset Purchase Agreement and in consideration of the payment of US \$1,250,000 and the Earnout Consideration if paid, and of mutual covenants and agreements contained herein and therein, receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers and assigns to KGS and its successors and assigns all the rights, titles, interests, powers, liberties and immunities conferred as proprietor thereof in and to the Patent, Trademarks and Know-how, including all common law rights held by Seller, all registrations and/or applications thereof, associated Goodwill of the Business associated with the Patents, Trademarks and Know-how, the right to sue for damages and other remedies in respect of any infringement of the Patent, Trademarks and Know-how attaching thereto to hold unto KGS absolutely for the full terms of such Patents, Trademarks and Know-how.

2. COOPERATION.

From time to time after the date hereof, Seller will, at its expense, execute and deliver such instruments and documents to KGS, as KGS may reasonably request, in order to more effectively vest in KGS good title to the Patent, Trademarks and Know-how and to otherwise more effectively transfer the Patents, Trademarks and Know-how to KGS as contemplated by the Asset Purchase Agreement.

3. REPRESENTATIONS AND WARRANTIES.

Except as set forth in the Asset Purchase Agreement and subject to such limitations as are contained therein, Seller makes no representation or warranty as to the Patents, Trademarks and Know-how.

4. SUCCESSORS AND ASSIGNS.

This Deed of Transfer shall be binding upon Seller and its successors and assigns and shall inure to the benefit of KGSI and its successors and assigns. This instrument shall be effective as to the transfer of the Patents, Trademarks and Know-how as of the Closing Date.

5. GOVERNING LAW

This Deed of Transfer shall be governed by and construed in accordance with the laws (as opposed to the conflicts of law provisions or rules) of the State of Delaware.

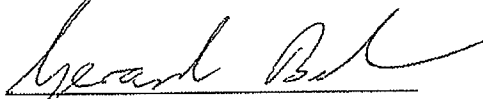
IN WITNESS WHEREOF, this Deed of Transfer has been executed by or on behalf of the parties hereto on the date first above written.

**BEVERAGE INNOVATIONS
(INTERNATIONAL) LTD.**

By: _____

Title: _____

**KERRY GROUP SERVICES INTERNATIONAL
LIMITED**

By: 
Gerard Behan

Title: Authorized Representative

3. REPRESENTATIONS AND WARRANTIES.

Except as set forth in the Asset Purchase Agreement and subject to such limitations as are contained therein, Seller makes no representation or warranty as to the Patents, Trademarks and Know-how.

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BEVERAGE INNOVATIONS
(INTERNATIONAL) LTD.

By: [Signature]

Title: PRESIDENT

ATTEST: [Signature]

KERRY GROUP SERVICES INTERNATIONAL
LIMITED

By: _____

Gerard Behan

Title: Authorized Representative