

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
The Jolt Company, Inc.		07/01/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	ECC-Jolt, LLC
Street Address:	6 East 43rd Street
Internal Address:	20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2762535	AUTUMN FROST
Serial Number:	74528198	BLU BOTOL
Serial Number:	76187744	HIBALLS
Registration Number:	1380691	JOLT
Registration Number:	1454568	JOLT
Registration Number:	1718556	JUMPER CABLE
Registration Number:	2239620	OUT BURST
Registration Number:	2103876	PIRATE'S KEG
Serial Number:	76347501	POKER
Registration Number:	2400394	POWER STATION
Registration Number:	2861317	THORNWOOD ESTATES
Registration Number:	2195204	VELOCITEA
Registration Number:	2200216	WET PLANET

CH \$365.00 2762535

Registration Number: 2231502 ZONE

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari L. Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER: 247,109-9

NAME OF SUBMITTER: Shari L. Gordon

Signature: /Shari L. Gordon/

Date: 07/14/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into this 1 day of July 2010 (the "Effective Date") among ECC-Jolt, LLC, a Delaware limited liability company ("Assignee") and The Jolt Company, Inc., a New York corporation ("Borrower").

WHEREAS, this Trademark Assignment is being entered into in connection with the transactions contemplated by the Asset Purchase Agreement (as amended, supplemented or restated from time to time, the "Purchase Agreement"), dated as of June 3, 2010, by and among by and among Assignee and Emigrant Capital Corp. ("Emigrant");

WHEREAS, Emigrant has a first lien security interest on substantially all of the assets of the Borrower, including, without limitation, the Trademarks (as defined below) pursuant to the terms of the loan agreement between the Borrower and Emigrant dated as of January 9, 2009 (as amended, modified, supplemented or restated from time to time);

WHEREAS, Emigrant has foreclosed on the assets of the Borrower pursuant to Sections 9-610 et seq. of the Uniform Commercial Code (as adopted by certain relevant jurisdictions) and other applicable law and has, pursuant to the terms of the Purchase Agreement, transferred to Assignee the Borrower's right title and interest in and to the assets identified therein (including, without limitation, the Trademarks); and

WHEREAS, the Borrower has granted to Emigrant a limited power of attorney to, among other things, execute this Trademark Assignment on behalf of the Borrower, and Emigrant desires to execute this Trademark Assignment in its capacity as attorney-in-fact of the Borrower to evidence the transfer of the trademarks, and any and all registrations and use-based applications for registration pertaining thereto, listed in the attached Schedule A, together with the goodwill of any business connected to and symbolized by such trademarks (collectively, the "Trademarks") to Assignee.

NOW, THEREFORE,

1. In connection with the transactions contemplated by the Purchase Agreement, Emigrant, in its capacity as attorney-in-fact of the Borrower, hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of the Borrower's right, title and interest in and to the Trademarks and all of the goodwill of the business associated with the Trademarks.
2. Emigrant agrees to execute and deliver to Assignee, without further consideration, in its capacity as attorney-in-fact of the Borrower, such instruments of transfer and other instruments as may reasonably be requested by, and prepared and provided by, Assignee in order to protect, secure, vest and record good title to the Trademarks in Assignee, its successors, legal representatives and assigns.
3. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement. No provision of this Trademark Assignment shall be deemed to

enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

4. Emigrant, in its capacity as attorney-in-fact of the Borrower, authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee and owner of the Trademarks issued in the United States or issued or registered in any corresponding jurisdiction.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

ASSIGNEE:

ECC-JOLT, LLC

By: David Eagle
Name: David Eagle
Title: manager

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 14th day of July, 2010, by DAVID, EAGLE of ECC-JOLT, LLC on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
[State]

[SEAL]

My Commission Expires: 9/6/13
Kat Newell

KATRINA NEWELL
Notary Public, State of New York
No. 01NE6133071
Qualified in Queens County
Commission Expires September 6, 20 13

ASSIGNOR:

THE JOLT COMPANY, INC.

**BY: EMIGRANT CAPITAL CORP.,
its attorney-in-fact**

By: *Kenneth Walters*
Name:
Title:

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 14th day of July, 2010, by KENNETH WALTERS of _____ on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
[State]

[SEAL]

My Commission Expires: 9/6/13
Kat Newell

KATRINA NEWELL
Notary Public, State of New York
No. 01NE6133071
Qualified in Queens County
Commission Expires September 6, 2013

Schedule A

Mark	Application Number	Registration Number	Status
Autumn Frost	76/339,702	2,762,535	Section 8 and 15 affidavits have been accepted and acknowledged
Blu Botol	74/528,198		Abandoned
Hiballs	76/187,744		Abandoned-Failure To Respond Or Late Response
Jolt	73/545,588	1,380,691	This registration has been renewed
Jolt & Design	73/642,424	1,454,568	This registration has been renewed.
Jumper Cable	74/196,226	1,718,556	This registration has been renewed.
Liquid Culture			Pending
Outburst	75/310,309	2,239,620	Registration canceled under Section 8
Pirate's Keg	74/673,511	2,103,876	This registration has been renewed
Poker	76/347,501		Abandoned: No Statement of Use filed after Notice of Allowance was issued
Power Station	75/262,373	2,400,394	Registration canceled under Section 8
Thornwood Estates	78/141,910	2,861,317	Registered
Velocitea	75/307,994	2,195,204	Registration canceled under Section 8
Wet Planet	75/153,855	2,200,216	Registration canceled under Section 8
Zone	75/310,625	2,231,502	Registration canceled under Section 8