

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
Eric Helms		07/07/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cooler Cleanse LLC		
Street Address:	2730 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10025		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3784381	COOLER CLEANSE	
CORRESPONDENCE DATA			
Fax Number:	(404)724-1681		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-1500		
Email:	TMATLANTA@seyfarth.com		
Correspondent Name:	Jack D. Todd		
Address Line 1:	1075 Peachtree Street NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30309-3962		
ATTORNEY DOCKET NUMBER:	65165-000005		
NAME OF SUBMITTER:	Jack D. Todd		
Signature:	/jack d todd/		
Date:	07/15/2010		

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Total Attachments: 2

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ASSIGNMENT

THIS TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is entered into as of July 7th, 2010, (the "Effective Date") by and between Eric Helms, an individual residing in New York ("Assignor"), and Cooler Cleanse LLC, a New York limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark listed on Exhibit "A" hereto (the "Mark"), such Mark having achieved registration (the "Registration") as more fully described on Exhibit "A" hereto;

WHEREAS, Assignee desires to acquire Assignor's entire right, title, and interest in and to the Mark and the Registration and to any related common law rights and domain names;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark, together with any common law rights and any related domain names, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Mark, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made (all of the above being referred to collectively as the "Assigned Rights").

Assignor agrees that it shall deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor's officers, employees, estate and/or heirs, as the case may be, and providing all necessary authentication information related to any related domain names, including user names and passwords, in order to transfer to and vest in Assignee all right, title, and interest in and to the Assigned Rights. Assignor hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the date hereof, with full right of substitution for the purpose of executing such documents and taking such other actions, as may be necessary to effectuate this Agreement in whole or in part. This power of attorney shall be for the benefit of Assignee, its licensees, affiliates, successors, and assigns, and is coupled with an interest.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

Assignor:

By: 

Eric Helms, an individual residing
in New York

Exhibit "A"

Trademark Registration

Jurisdiction	Trademark	Registration No.
United States	COOLER CLEANSE	3784381