

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eric Helms		07/07/2010	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Juice Generation, Inc.		
<b>Street Address:</b>	2730 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10025		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77827273	JUICE GENERATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)724-1681		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-885-1500		
<b>Email:</b>	TMATLANTA@seyfarth.com		
<b>Correspondent Name:</b>	Jack D. Todd		
<b>Address Line 1:</b>	1075 Peachtree Street NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3962		
<b>ATTORNEY DOCKET NUMBER:</b>	65165-000004		
<b>NAME OF SUBMITTER:</b>	Jack D. Todd		
<b>Signature:</b>	/jack d todd/		
<b>Date:</b>	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 1<sup>st</sup> 2010, (the "Effective Date") by and between Eric Helms, an individual residing in New York ("Assignor"), and Juice Generation Inc., a New York corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark listed on Exhibit "A" hereto (the "Mark") and such Mark is the subject of a pending application (the "Application"), 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 Application 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 Application, 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 Application

Jurisdiction	Trademark	Application Serial No.
United States	JUICE GENERATION	77/827,273