

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
Cliffstar Corporation		08/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cliffstar LLC		
Street Address:	One Cliffstar Avenue		
City:	Dunkirk		
State/Country:	NEW YORK		
Postal Code:	14048		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1865388	BERRY-DACTYL	
Registration Number:	2782129	BOUNTY RUNNER	
Registration Number:	2990697	CC CLIFFSTAR CORPORATION	
Registration Number:	2990612	CC	
Registration Number:	3662236	CHADWICK BAY	
Registration Number:	3791642	CHADWICK BAY	
Registration Number:	3768307	CHADWICK BAY	
Registration Number:	1931437	COOLY-SAURUS	
Registration Number:	1882418	GOLDEN CROWN	
Registration Number:	1694722	GOLDEN CROWN	
Registration Number:	0966665	GOLDEN CROWN	
Registration Number:	0700638	GOLDEN CROWN	
Registration Number:	1870758	GRAPE-A-DON	
Registration Number:	2263293	HARBORSIDE	

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Registration Number:	3385483	HARVEST CLASSIC
Registration Number:	3779599	HARVEST CLASSIC
Registration Number:	2351102	JUICEY MAGIC
Registration Number:	2428857	RUGGED SAILS
Registration Number:	1870759	STEGASAURUS
Registration Number:	3657785	SHANSTAR
Registration Number:	2394075	SHANSTAR
Registration Number:	2163690	TRAXX
Serial Number:	77651630	CRANSTAR 90
Serial Number:	77651629	CRANSTAR 90
Serial Number:	77888263	EXACT

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: dctrademarks@dbr.com, sheila.stewart@dbr.com
Correspondent Name: Amy E. Carroll - Drinker Biddle & Reath
Address Line 1: 1500 K Street NW
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	031567.456869
NAME OF SUBMITTER:	Sheila Stewart
Signature:	/sheila stewart/
Date:	08/20/2010

Total Attachments: 5
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of the 17 day of August, 2010, by and among Cliffstar LLC, a Delaware limited liability company (the "Assignee") and Cliffstar Corporation (the "Assignor").

RECITALS

A. Assignor is a party to that certain Asset Purchase Agreement, dated as of July 7, 2010, by and among Assignor, Star Real Property LLC, a Delaware limited liability company ("Star Property"), Star World Trading Company, a Delaware corporation ("Star World"), ShanStar Biotech, Inc., a Delaware corporation ("ShanStar"), Harvest Classic LLC, a Delaware limited liability company ("Harvest" and together with Assignor, Star Property, Star World and ShanStar, the "Cliffstar Companies"), Stanley A. Star as Sellers' Representative, Cott Corporation, a corporation organized under the laws of Canada ("Purchaser") and Caroline LLC, a Delaware limited liability company ("Purchasers Sub"), (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring from Assignor all rights, title and interest of Assignor in and to the Assets as set forth thereon. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor desires to assign and transfer all of its rights, title and interest in the Intellectual Property to Assignee as of the date hereof, and Assignee desires to accept such assignment and transfer by Assignor hereunder.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor, by this Assignment, hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts, all rights, title and interest of Assignor in or to any and all of the Intellectual Property included within the Assets, including the Intellectual Property set forth on Annex A hereto free and clear of all Encumbrances (other than Permitted Encumbrances), including all goodwill of the business symbolized by or associated therewith, which business is ongoing and existing, and the right to prosecute and recover monetary damages in respect of any and all infringements and other violations thereof.

2. Further Assurances.

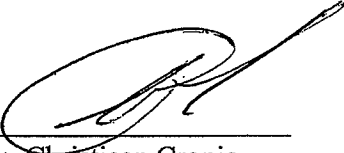
- (a) Assignor hereby agrees to execute and deliver promptly all necessary and customary forms or other documents and to do, or cause to be done, such further acts, at Assignee's request from time to time, to transfer the rights assigned hereby.
 - (b) Assignor agrees to cooperate with Assignee to provide the appropriate authorizations to, and to complete and execute the appropriate forms or other documentation (whether in electronic or other media) for, the applicable registrar to transfer all domain name registrations owned by Assignor and included in the Assets used in Assignor's business, whether held by Assignor or by third parties on behalf of Assignor (the "Domain Names").
3. Successors and Assigns. The Assignment and the rights and obligations hereunder shall inure to the benefit of and shall be binding upon, as to Assignee, each of its affiliates, successors and assigns and, as to Assignor, each of its affiliates, successors and assigns.
 4. Governing Law. This Assignment shall be interpreted in accordance with and governed by the laws of the State of New York (without giving effect to any choice or conflict of laws provisions thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
 5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.
 6. Coordination with Asset Purchase Agreement. For the avoidance of doubt, nothing in this Assignment shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first written above.

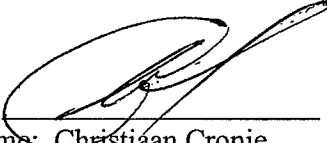
ASSIGNOR:

CLIFFSTAR CORPORATION

By: 
Name: Christiaan Cronje
Title: President

ASSIGNEE:

CLIFFSTAR LLC

By: 
Name: Christiaan Cronje
Title: President

Annex A

U.S. Registered Trademarks

BERRY-DACTYL – 1,865,388*
BOUNTY RUNNER – 2,782,129
CC CLIFFSTAR CORPORATION (design) – 2,990,697
CC (design) – 2,990,612
CHADWICK BAY – 3,662,236
CHADWICK BAY – 3,791,642
Chadwick Bay (design) – 3,768,307
COOLY-SAURUS – 1,931,437*
GOLDEN CROWN – 1,882,418
GOLDEN CROWN – 1,694,722
GOLDEN CROWN – 0,966,665
GOLDEN CROWN – 0,700,638
GRAPE-A-DON – 1,870,758*
HARBORSIDE – 2,263,293
HARVEST CLASSIC – 3,385,483
HARVEST CLASSIC – 3,779,599
JUICEY MAGIC – 2,351,102
RUGGED SAILS – 2,428,857*
STEGASAURUS – 1,870,759*
ShanStar – 3,657,785
SHANSTAR – 2,394,075
TRAXX – 2,163,690

U.S. Pending Trademarks

CranStar 90 – 77/651,630
CranStar 90 – 77/651,629
eXact – 77/888,263

Canadian Registered Trademarks

SEA WITCH – 527377
TRAXX – 525804
HARBORSIDE – 542773
SABER BLUE TIGER – 525800*
STEGASAURUS – 525798*
GRAPE-A-DON – 526176*
BERRY-DACTYL – 526177*
COOLY-SAURUS – 525950*
SPOUTIN' WHALE – 528563
BREAKWATER – 540303
HARBORSIDE CAFÉ – 565471
HARBOURSIDE – 528970
CLIMA FREE – 1439159 (abandoned)

Canadian Pending Trademarks

CHADWICK BAY – 1,399,411

CHADWICK BAY – 1,399,416

Other Foreign Trademarks

GOLDEN CROWN – 572675 – Korea

CLIFFSTAR – 87087 – Honduras

ShanStar (design) – 1375619 – Republic of China

*Cliffstar Corporation is currently not selling any products branded by these names.

Domain Names:

www.cliffstar.com

www.cliffstar.net

www.cliffstar.org

www.cliffstar.biz

www.chadwickbaybeverages.com

www.cwaymail.com

www.harborsidebev.com

www.harborsideproducts.com

www.juicedoit.com

www.mychadwickbay.net

www.mychadwickbay.com

www.shanstar.com

www.starworldtrading.biz

www.starworldtrading.com

www.theseawitch.com

www.yourchadwickbay.com

www.yourchadwickbay.net

Canadian Industrial Design related to bottles. Registration number 104425, date of registration March 10, 2005.