

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
XTZ INDUSTRIES, INC.		10/07/2010	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	SV SPIRITS, LTD.
Doing Business As:	DBA PRIVE' MARKETING, LTD.
Street Address:	2580 ANTHEM VILLAGE DRIVE
City:	HENDERSON
State/Country:	NEVADA
Postal Code:	89052
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3026588	PORN ST R SODA

CORRESPONDENCE DATA

Fax Number: (800)719-5834
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 585-261-4554
 Email: tony@247imports.com
 Correspondent Name: Jason Griffith
 Address Line 1: 2580 ANTHEM VILLAGE DRIVE
 Address Line 4: HENDERSON, NEVADA 89052

NAME OF SUBMITTER:	Hans Lammersdorf
Signature:	/Hans Lammersdorf/
Date:	10/09/2010

Total Attachments: 10

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**TRADEMARK
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OP \$40.00 3026588

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ASSET PURCHASE AND SALE AGREEMENT

AGREEMENT made as of the 5th day of October, 2010, by and between XTZ INDUSTRIES, INC., a Washington corporation, having its principal place of business at 7810 228th St. SW, Edmonds, WA 98026, Edmonds, WA 98020 (hereinafter referred to as "XTZ"), and Jason Griffith., an individual, having his principal place of business at 2422 Templi Scotia Drive, Henderson, NV 89044 or Assigns SV Spirits, Ltd. (hereinafter referred to as ("Buyer").

WHEREAS, Buyer desires to purchase, and XTZ desires to sell, all of XTZ's rights, title and interest in the Trademark (USPTO Registration # 3,026,588/ PORN STAR SODA) as set forth on Schedule A attached hereto and made a part hereof (the "Trademark").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Sale of Assets.

1.1 Assets Sold. XTZ hereby sells, assigns and transfers to Buyer, and Buyer hereby purchases and acquires from XTZ the following (all of which are collectively referred to as the "Assets"):

(a) all of XTZ's right, title and interest in and to the trademark PORN STAR SODA, USPTO Registration # 3,026,588 (the "Trademark"),

(b) all of the goodwill of XTZ relating exclusively to the Trademark.

1.2 Acknowledgment. XTZ acknowledges that they own the trademark PORN STAR SODA, USPTO Registration # 3,026,588 free and clear of any debt or encumbrance and indemnify the buyer if any shall arise. XTZ has no rights, titles or interests in the Buyer's Marks.

2. Delivery of Instruments and Payment.

Simultaneously with the execution and delivery by XTZ of this Agreement to Buyer:

(a) XTZ shall execute and deliver to Buyer a Bill of Sale, and an Assignment of Trademark in form and substance reasonably satisfactory to Buyer; and

Initials XTZ Buyer Page 1

(b) Buyer shall make the payment required by Section 3.2.

3. Purchase Price.

3.1 Purchase Price. The purchase price for the Trademark shall be THREE HUNDRED DOLLARS (\$300.00) (the "Purchase Price").

3.2 Terms of Payment. Upon execution of this Agreement by the parties, Buyer shall pay XTZ the Cash Purchase Price via escrow.com

4. Representations and Warranties of XTZ.

XTZ represents and warrants to Buyer that XTZ is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has the full corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer constitute the valid and binding obligations of the Buyer, enforceable in accordance with its terms.

XTZ represents and warrants to Buyer that, to its knowledge, no litigation exists regarding the Trademark.

5. Representations and Warranties of Buyer.

Buyer represents and warrants to XTZ that Buyer has the full power and authority to enter into and perform his obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly authorized and constitute the valid and binding obligation of the Buyer, enforceable in accordance with its terms.

6. Indemnification.

(a) XTZ shall defend, indemnify and hold harmless Buyer, promptly upon demand at any time and from time to time, against any and all losses, liabilities, claims, suits, actions, damages, and expenses including, without limitation, reasonable attorney's fees and expenses (including without limitation, reasonable attorneys' fees and expenses incurred by Buyer, in connection with any action, suit or proceeding arising out of or relating only to;

Initials XTZ Buyer

- (i) the sale, transfer and assignment of the Trademark, or any of them, to Buyer by XTZ;
- (ii) any action regarding the Trademark against XTZ that was brought about prior to the sale to Buyer.

(b) Notwithstanding this Agreement, Buyer is not responsible for any liabilities related to the Trademark incurred by XTZ.

7. General.

7.1 Notices. All notices and other communications to be given by either party to this Agreement to the other party hereto shall be in writing, and shall be given by personal delivery or by depositing such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

If to XTZ: XTZ INDUSTRIES, INC.
 PO BOX 520
 Edmonds, WA 98020
 Attn: Hans Lammersdorf

If to Buyer: JASON GRIFFITH
 2422 Templi Scotia Drive
 Henderson, NV 89044

Any party to whom notices are to be sent pursuant to this Agreement may, from time to time, change its address for future communications hereunder by giving notice in the manner described herein to the other party hereto. Notices shall be deemed given on the date delivered.

Initials *HL* XTZ *JG* Buyer

7.2 Entire Agreement. This Agreement, the Schedules, and the instruments delivered by XTZ to Buyer referred to in Section 2(a), constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereunder and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the transactions contemplated hereunder.

7.3 Expenses. The parties hereto shall pay the fees and expenses of their respective consultants, counsel, accountants and other experts, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

7.4 Amendment and Waiver. The terms of this Agreement may not be amended, modified or eliminated, and the observance or performance of any term, covenant, condition or provision herein may not be waived except by the written consent of the party charged with such amendment, modification or waiver. The waiver by any party hereto of a breach of any term or provisions of this Agreement shall not be construed as a waiver of any subsequent breach.

7.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7.6 Severability. If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. If any provision of this Agreement is contrary to, prohibited by or deemed invalid under the laws and regulations of one jurisdiction, said provision is not thereby rendered invalid in any other jurisdiction.

7.7 Counterparts. This Agreement may be executed in two or more counterparts, or any number of duplicate originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


7.8 Headings. Section and paragraph headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement or to affect the meaning or interpretation of this Agreement.

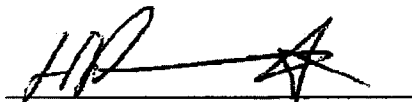
7.9 Governing Law. This Agreement shall be governed by, construed and interpreted according to the laws of the State of Nevada.

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

BUYER _____

XTZ INDUSTRIES, INC.

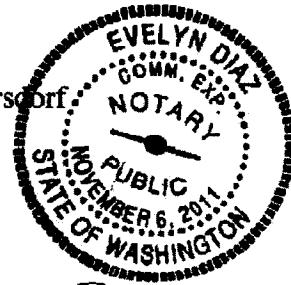

By: Jason Griffith or Assigns

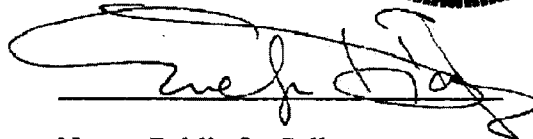


Title: _____

By: Hans Lammersdorf

Title: President



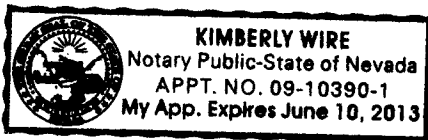


Notary Public for Seller

State of Nevada
County of Clark

Signed and sworn to (or affirmed) before me on
Oct. 7, 2010 by Jason Griffith

Kimberly Wire
Notary Signature



SCHEDULE A

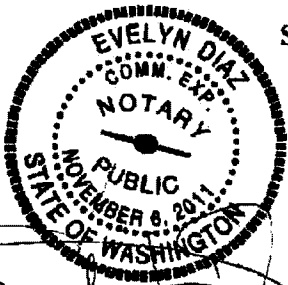
(see attached USPTO Registration Certificate)

Initials XTZ Buyer

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that XTZ INDUSTRIES, INC., a Washington corporation (the "Seller") in consideration of the purchase price of THREE HUNDRED DOLLARS (\$300.00) hereby sells, assigns and transfers to Jason Griffith /or Assigns SV Spirits, Ltd. (the "Buyer"), all of its right, title and interest in and to the Trademark (USPTO Registration # 3,026,588/ PORN STAR SODA), as more particularly defined in that certain Asset Purchase and Sale Agreement of even date between Seller and Buyer (the "Agreement").

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 5th day of October, 2010.



Seller: XTZ INDUSTRIES, INC.

[Handwritten Signature]

10-5-10

By: Hans Lammersdorf, President

Date

[Handwritten Signature]

Notary Public

Agreed to and Accepted by:

[Handwritten Signature]

10/7/10

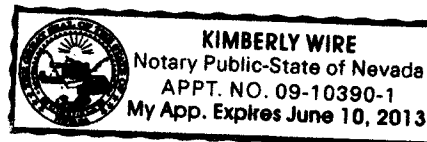
Jason Griffith, or Assigns

Date

State of Nevada
County of Clark

Signed and sworn to (or affirmed) before me on Oct. 7, 2010 by Jason Griffith

Kimberly Wire
Notary Signature



Initials XTZ *[Signature]* Buyer

ASSIGNMENT OF TRADEMARK

KNOW ALL BY THESE PRESENTS that XTZ INDUSTRIES, INC., a Washington corporation, hereinafter "Assignor"), in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns and transfers to Jason Griffith or Assigns SV Spirits, Ltd., (hereinafter "Assignee"), its successors and assigns, all of Assignor's right, title and interest in the trademark, trademark registration, trademark application and trademark interest of every kind and nature, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force, together with the business and the goodwill of the business symbolized by such trademark, and any and all causes of action heretofore accrued in the Assignor's favor for infringement of such trademark, trademark registration and trademark interests, which are owned, possessed and controlled by Assignor, including, without limitation, the trademark listed on Schedule A attached hereto and made a part hereof, throughout the United States, its territories and possessions, and in all such other countries, if any, throughout the world wherein Assignor owns, possesses or controls the rights herein being transferred to Assignee, to the full extent of such rights.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademark to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed this 5th day of October, 2010.

XTZ INDUSTRIES, INC.

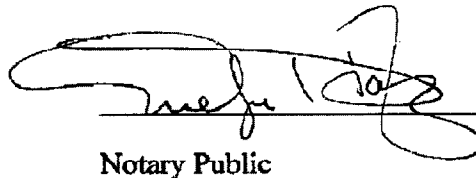


BY: Hans Lammersdorf, President

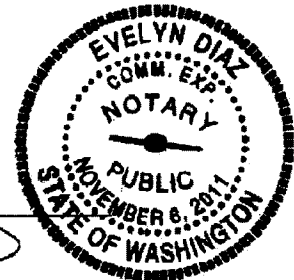
STATE OF WASHINGTON

ss.:

COUNTY OF SNOHOMISH



Notary Public



On the 5th day of October, 2010, before me personally appeared Hans Lammersdorf, to me known, who being duly sworn, did depose and say that he resides at _____, that he is the President of XTZ Industries, Inc., the corporation described herein and which executed the above Assignment of Trademark; and that he signed his name thereto with full and unrestricted authority to do so.

Initials HL XTZ JG Buyer

SCHEDULE A

Trademark Registration: (see attached USPTO Registration Certificate)

Initials FPL XTZ [Signature] Buyer