

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
	David Bradley Schmidt		10/29/2010
	James S. Seaman		10/29/2010
			Entity Type
			INDIVIDUAL:
			INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Voodoo Tiki Tequila Corporation		
Street Address:	2521 NE 46th Street		
City:	Lighthouse Point		
State/Country:	FLORIDA		
Postal Code:	33064		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77811204	VOODOO VODKA
CORRESPONDENCE DATA			
Fax Number:	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-521-2775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Much Shelist		
Address Line 1:	191 N. Wacker Drive, Suite 1800		
Address Line 2:	Adam K. Sacharoff		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0007440.0034		
NAME OF SUBMITTER:	Adam K. Sacharoff		
Signature:	/aks/		

CH \$40.00 77811204

Date:

11/15/2010

Total Attachments: 2

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TRADEMARK SETTLEMENT AND ASSIGNMENT AGREEMENT

This Trademark Settlement and Assignment Agreement ("Agreement") is made and entered into as of October 29, 2010 (the "Effective Date") by and between David Bradley Schmidt and James S. Seaman (individually and collectively), both of whom are United States citizens having a principal address in Shreveport Louisiana (S & S) and Voodoo Tiki Tequila Corporation a Florida corporation having a principal place of business of 2521 NE 46th Street Lighthouse Point, Florida 33064 ("VTT").

(A) S & S are the owners of the trademark VOODOO VODKA (the "Application") and are the applicants of record for the Trademark Application Serial Number 77811204 with respect to the Trademark.

(B) VTT is the owner of the trademark VOODOO TIKI ("Trademark") which is registered in the United States Reg. No. 3701053.

(C) VTT has asserted against S & S claims that the Application violates VTT's rights to the Trademark, and has initiated an opposition proceeding with the Trademark Trial and Appeal Board.

NOW THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements hereinafter set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. S & S hereby irrevocably assigns and transfers to VTT the Application and the trademark VOODOO VODKA associated therewith, throughout the world, and all of the rights, title and interests in and to the Application, including any and all goodwill associated with the trademark and Application for \$4,000 (four thousand dollars).

2. S & S and its affiliates, directors, officers, and employees shall hereafter take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by VTT to document this assignment of the Application to VTT. "Affiliate" means, with respect to a party hereto, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such party; "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract or otherwise.

3. VTT hereby agrees to drop any and all claims against S & S for the registration of the Application for now and in the future.

4. Other than with respect to the Application, S & S further agrees that it and its Affiliates, and all entities they control or are associated with, have not and shall not, in the past or in the future, register, use, apply to register or assist any third party with registering, using or applying to register a trademark that comprises or includes, whether alone or in combination with each other or with other words, the Trademark, and hereby agrees to forfeit the trademark to VTT if such occurs.

5. The parties represent and warrant that (i) it has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered to the other party, will be duly and validly executed and

delivered and will be the valid and binding obligation of the signing party, enforceable in accordance with its terms.

6. Indemnification. Each party shall indemnify and hold harmless the other party, its officers, directors, employees, agents, Affiliates, successors, and assigns for any and all costs, expenses, and liabilities, including reasonable attorney's fees, arising out of such party's acts or omissions in performing or failing to perform its obligation under this Agreement, including breach of any provision, representation, or warranty set forth in this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement of S & S and VTT with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without reference to any choice of law principles. Any action brought to enforce this agreement shall be brought exclusively in the state or federal courts in Florida, such location being the exclusive venue for such a proceeding.

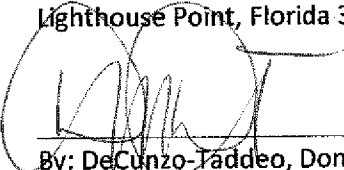
9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective Affiliates, successors and assigns.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile shall be as legally binding for all purposes as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above by and through their duly authorized agents.

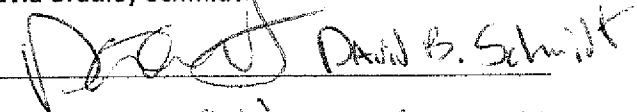
Voodoo Tiki Tequila Corporation

2521 NE 46th Street
Lighthouse Point, Florida 33064

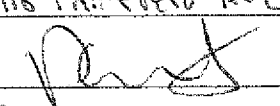

By: DeCunzo-Taddeo, Donna

Its: President

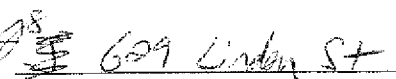
David Bradley Schmidt


4118 Fairfield Ave, Shreveport LA, 71106

Address


Signature

James S. Seaman


629 Linden St

Shreveport, LA 71104

Address


Signature