

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
PARTY DOGG, LLC		08/09/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PRIMO PRODUCTS, LLC		
Street Address:	67 S. Higley Road, # 103-166		
City:	Gilbert		
State/Country:	ARIZONA		
Postal Code:	85296-1166		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77934127	SUPERSODA	
CORRESPONDENCE DATA			
Fax Number:	(888)232-9022		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dottiemeister@gmail.com		
Correspondent Name:	Giovanni Luciano		
Address Line 1:	67 S. Higley Road, # 103-166		
Address Line 4:	Gilbert, ARIZONA 85296-1166		
NAME OF SUBMITTER:	Giovanni Luciano		
Signature:	/giovanni luciano/		
Date:	03/04/2011		

Total Attachments: 2
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**TRADEMARK
 REEL: 004491 FRAME: 0253**

OP \$40.00 77934127

Effective: 08/09/2010

Between: Party Dogg, LLC ("Assignor"), a Delaware corporation, located at 64 Smithtown Blvd., Smithtown, New York 11787

And: Primo Products, LLC ("Assignee"), a Delaware limited liability company, located at 67 S. Higley Road, # 103-166, Gilbert, Arizona 85296-1166

1. SUMMARY

SuperSoda
Serial # 77934127
Registration # 3875170

The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademark "SuperSoda" along with the Goodwill.

2. ASSIGNMENT

- 2.1 The Assignor hereby conveys, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademark, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademark, including damages and payments for past or future infringements and misappropriations of the Trademark; (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademark.
- 2.2 No share, interest, Assignments, or other right to the Trademark has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Agreement.
- 2.3 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademark.
- 2.4 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark.

3. GENERAL PROVISIONS

- 3.1 **Effect on Heirs and Successors.** This assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Agreement.

- 3.2 Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.
- 3.3 Severability.** If any provision of this assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms without limiting the previous, it is expressly understood and agreed that each and every provision of this assignment that provision of this assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any remedy under this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damage set forth in this section shall remain in full force and effect.
- 3.4 Governing Laws.** This Assignment shall be governed by the laws of the State of Delaware applicable to Assignments made and fully performed in California and Arizona by California and Arizona residents.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

ASSIGNOR:

ASSIGNEE:



Calvin Ross, Principal
Party Dogg, LLC, a Delaware limited
liability company



Calvin Ross, Principal
Primo Products, LLC, a Delaware
limited liability company



Giovanni Luciano, Principal
Party Dogg, LLC, a Delaware limited
liability company



Giovanni Luciano, Principal
Primo Products, LLC, a Delaware limited
liability company