

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
NATIONAL BEVERAGE CORP.		05/18/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EVERFRESH BEVERAGES, INC.		
<b>Doing Business As:</b>	DBA SUNDANCE BEVERAGE COMPANY		
<b>Street Address:</b>	6600 EAST NINE MILE ROAD		
<b>City:</b>	WARREN		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48091		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3413298	MEGA SPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(954)475-8780		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	VHILDEN@NATIONALBEVERAGE.COM		
<b>Correspondent Name:</b>	VICKIE HILDEN		
<b>Address Line 1:</b>	8100 SW 10TH STREET, STE 4000		
<b>Address Line 4:</b>	FORT LAUDERDALE, FLORIDA 33324		
<b>NAME OF SUBMITTER:</b>	VICKIE L HILDEN		
<b>Signature:</b>	/VLH/		
<b>Date:</b>	05/18/2011		
<b>Total Attachments: 2</b> source=MEGA SPORT ASSIGNMENT#page1.tif source=MEGA SPORT ASSIGNMENT#page2.tif			

**CH \$40.00 3413298**

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 8<sup>th</sup> day of May, 2011, by and between National Beverage Corp., a Delaware corporation ("Assignor") with its principal place of business at 8100 SW 10<sup>th</sup> Street, Fort Lauderdale, Florida 33324, and Everfresh Beverages, Inc. d/b/a Sundance Beverage Company, a Delaware corporation with its principal place of business at 6600 East Nine Mile Road, Warren, Michigan 48091 ("Assignee").

### RECITALS

A. Assignor is the owner of the mark **MEGA SPORT**, U.S. Trademark Registration No. 3413298; and

B. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

1. Assignment.

Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademark MEGA SPORT (U.S. Trademark Registration No. 3413298, the "Mark") and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Mark.

2. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in

Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.


(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Delaware without regard for its conflict of interest laws.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

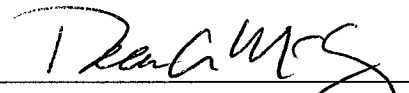
**ASSIGNOR:**

NATIONAL BEVERAGE CORP.

By:   
Name: S Bruner  
Title: SVP

**ASSIGNEE:**

EVERFRESH BEVERAGES, INC.

By:   
Name: Dean A McCoy  
Title: VP