

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
Utopian Enterprises, LLC		05/18/2011	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	The H. T. Hackney Co.		
Street Address:	502 S. Gay Street		
Internal Address:	Suite 300		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37902		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3570994	NEURO FUEL	
CORRESPONDENCE DATA			
Fax Number:	(865)525-5293		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(865) 546-0500		
Email:	whk@emlaw.com		
Correspondent Name:	William H. Kittrell		
Address Line 1:	900 S. Gay Street		
Address Line 2:	Suite 1400		
Address Line 4:	Knoxville, TENNESSEE 37902		
NAME OF SUBMITTER:	William H. Kittrell		
Signature:	/William H. Kittrell/		
Date:	06/08/2011		

OP \$40.00 3570994

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made and entered into on this 18th day of May, 2011, by and between **UTOPIAN ENTERPRISES, LLC**, a Tennessee limited liability company having a principal office and place of business at 1456 Breda Drive Knoxville, TN 37918 (the "**Assignor**") and **THE H.T. HACKNEY CO.**, a Tennessee corporation having its principal place of business at 502 South Gay Street, Knoxville, Tennessee 37902 (the "**Assignee**").

WITNESSETH:

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Agreement (the "**Trademarks**");

WHEREAS, Assignee has agreed to purchase certain of the assets of Assignor, including the Trademarks, pursuant to that certain Asset Purchase Agreement dated as of the date hereof ("**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets, including the Trademarks.

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys unto the Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.
2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Trademarks to the Assignee.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary to secure for the Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.
4. The Assignor agrees to communicate with the Assignee, or its successors, assigns, and legal representatives, any facts known to the Assignor respecting the Trademarks as set forth in Exhibit A and, when requested, without charge to but at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) the Assignor exclusively owns all rights in the Trademarks without any encumbrances and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Tennessee.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement effective as of the date set forth above.

ASSIGNOR:

UTOPIAN ENTERPRISES, LLC

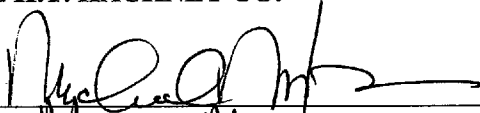
By: _____
Name: Waylon Howell
Title: President



ASSIGNEE:

THE H.T. HACKNEY CO.

By: _____
Name: Michael Morton
Title: Vice President & CFO

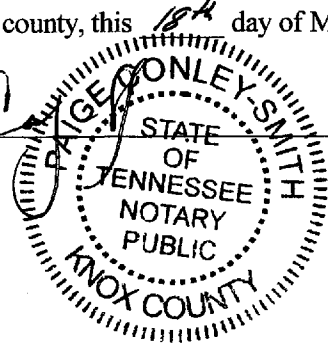


STATE OF Tennessee
COUNTY OF Knox

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared the within named bargainor, Waylon Howell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of **Utopian Enterprises, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such President being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said limited liability company by himself as such President.

Witness my hand and official seal at office in the aforesaid county, this 18th day of May, 2011.

My Commission expires: November 4, 2012
Notary Public



STATE OF Tennessee
COUNTY OF Knox

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared the within named bargainer, Michael North, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the VP & CFO of The H.T. Hackney Co., the within named bargainer, a Tennessee corporation, and that he as such VP & CFO being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such VP & CFO.

Witness my hand and official seal at office in the aforesaid county, this 18th day of May, 2011.

My Commission expires: November 4, 2012

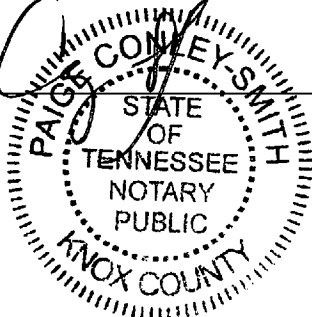
Paige Conley-Smith
Notary Public


EXHIBIT A

U.S. REGISTERED TRADEMARKS

MARK	SERIAL NO.	REGISTRATION No.	GOODS/ SERVICES
NEURO FUEL	76685119	3570994	Energy drinks; sports drinks