

**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>
Omnifrio Beverage Company, LLC		04/11/2011	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Primo Products, LLC		
<b>Street Address:</b>	104 Cambridge Plaza Drive		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3667300	OMNI FRIO BEVERAGE CREATIONS	
<b>Serial Number:</b>	76684866	INSTA-FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(704) 331-7400		
<b>Email:</b>	chdocket@klgates.com		
<b>Correspondent Name:</b>	K&L Gates LLP		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower, 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2930219.00119		
<b>NAME OF SUBMITTER:</b>	Michael A. Tobin		
<b>Signature:</b>	/Michael A. Tobin/		

OP \$65.00 3667300

Date:

07/26/2011

Total Attachments: 4

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of April 11, 2011, by Omnifrio Beverage Company, LLC, an Ohio limited liability company (the "Assignor"), having a principal office and place of business at 93 Alpha Park Drive, Highland Heights, Ohio, to Primo Products, LLC, a North Carolina limited liability company (the "Assignee"), having a principal office and place of business at 104 Cambridge Plaza Drive, Winston-Salem, North Carolina 27104.

The Assignor and the Assignee are parties to an Asset Purchase Agreement, dated as of March 8, 2011 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to buy from the Assignor, the Purchased Assets (as defined in the Purchase Agreement), including the service marks, trademarks, trade dress, logos, trade names, and corporate names of the Assignor and the patents, patent applications, and patent disclosures of the Assignor. In accordance with the Purchase Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide rights, title and interests in, to and under (i) all of Assignor's registered and unregistered domestic and foreign service marks, trademarks, trade dress, service mark applications, trademark applications, trade dress applications, trade names, and corporate names (collectively, the "Marks"), including the service marks, trademarks, trade dress, service mark applications, trademark applications, trade dress applications and trade names listed on Schedule A annexed hereto and incorporated herein by this reference, and (ii) all of Assignor's domestic and foreign patents and patent applications (collectively, the "Patents"), including the patents and patent applications listed on Schedule B annexed hereto and incorporated herein by this reference.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's worldwide rights, title and interests in, to and under (i) the Marks, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, (ii) the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, (iii) all rights to sue for infringement of any Mark or Patent, whether arising prior to or subsequent to the date of this Assignment, and retain any damages collected thereby, and (iv) any and all improvements thereto, reissuances, continuations, continuations-in-part, revisions, reexaminations, renewals and extension thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

[signature page follows]

The Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

OMNIFRIO BEVERAGE COMPANY, LLC

[SEAL]

By: Carl V. Santorino  
Name: CARL V. SANTORINO  
Title: MANAGER

State of )  
          ) ss.:  
County of )

On this 3<sup>rd</sup> day of March 2011, before me, Judy L. Budnar, personally appeared Carl Santorino of Omnifrio Beverage, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Judy L. Budnar  
Notary Public Judy L. Budnar  
Notary Public, State of Ohio,  
Lake County. My commission  
expires July 23, 2011.

**SCHEDULE A**

**Registered Service Marks and Trademarks**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
OMNI FRIO BEVERAGE CREATIONS	3667300	8/11/2009	USA

**Pending Service Mark or Trademark Applications**

<u>Service Mark or Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Country</u>
INSTA-FRESH	76684866	12/12/2007	USA

**SCHEDULE B**

**Granted Patents**

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>

**Pending Patent Applications**

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Country</u>
Select Serving and Flavored Sparkling Beverage Maker	12/874,488	09/02/2010	USA
Select Serving and Flavored Sparkling Beverage Maker	12/594,678	10/05/2009	USA
Select Serving and Flavored Sparkling Beverage Maker	12/573,507	10/05/2009	USA
Beverage Maker	29/369,100	09/02/2010	USA
Cup Shaped Container	29/367,460	08/09/2010	USA
Cup Shaped Container	29/367,461	08/09/2010	USA
Select Serving and Flavored Sparkling Beverage Maker with Interactive Flavor Container	Not yet filed	Not yet filed	Not yet filed

**Expired Patent Applications**

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Country</u>
Select Serving and Flavored Sparkling Beverage Maker	60/927,329	05/04/2007	USA
Select Serving and Flavored Sparkling Beverage Maker	PCT/US08/062653	05/05/2008	USA

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