

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cutting Edge Beverages, LLC		08/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Whitlock Packaging Corporation
Street Address:	6120 S. Yale
Internal Address:	Suite 1250
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74136
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77420189	COMBAT
Serial Number:	85276129	BAD
Serial Number:	77431744	COMBAT
Serial Number:	77629517	EEZ
Serial Number:	85172661	FRUTITO

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-758-1509
 Email: vwalker@pattonboggs.com
 Correspondent Name: Vicky Walker, c/o Patton Boggs LLP
 Address Line 1: 2000 McKinney Avenue, Suite 1700
 Address Line 4: Dallas, TEXAS 75201

OP \$140.00 77420189

ATTORNEY DOCKET NUMBER:	012639.0122
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	08/17/2011
Total Attachments: 3 source=Trademark Assignment between CEB & Whitlock effective 8-16-11#page1.tif source=Trademark Assignment between CEB & Whitlock effective 8-16-11#page2.tif source=Trademark Assignment between CEB & Whitlock effective 8-16-11#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 16th day of August, 2011, by and between **Cutting Edge Beverages, LLC**, a Delaware limited liability company ("Assignor"), and **Whitlock Packaging Corporation**, an Oklahoma corporation ("Assignee"), on the following terms and conditions.

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the trademarks ("Trademarks") and trademark registration applications ("Applications") listed on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Assignor desires to sell, transfer, and assign and Assignee desires to purchase, assume and acquire the entire right, title, and interest in and to such Trademarks and Applications;

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged:

1. **Assignment.** Assignor sells, transfers, and assigns to Assignee, its successors and assigns, any and all rights, title, and interest Assignee may possess, including any trademark rights, to the Trademarks and Applications. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, or such similar person, to issue any registrations on said Applications to Assignee, the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such registrations have been granted and fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. **Assumption.** Assignee purchases, assumes, and acquires Assignor's entire rights, title, and interest in and to the Trademarks and Applications.

3. **Further Assurances.** Assignor and Assignee agree to take such further actions as may be necessary or appropriate to effectuate the purposes of this Assignment.

EXECUTED as of the date and year first above recited.

ASSIGNOR:

CUTTING EDGE BEVERAGES, LLC, a
Delaware limited liability company

By: 

Jerry D. Whitlock, Sole Member

ASSIGNEE:

WHITLOCK PACKAGING CORPORATION,
an Oklahoma corporation

By: _____

Peter H. Rosso, President

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made as of this 16th day of August, 2011, by and between **Cutting Edge Beverages, LLC**, a Delaware limited liability company ("**Assignor**"), and **Whitlock Packaging Corporation**, an Oklahoma corporation ("**Assignee**"), on the following terms and conditions.

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the trademarks ("Trademarks") and trademark registration applications ("Applications") listed on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Assignor desires to sell, transfer, and assign and Assignee desires to purchase, assume and acquire the entire right, title, and interest in and to such Trademarks and Applications;

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged:

1. **Assignment**. Assignor sells, transfers, and assigns to Assignee, its successors and assigns, any and all rights, title, and interest Assignee may possess, including any trademark rights, to the Trademarks and Applications. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, or such similar person, to issue any registrations on said Applications to Assignee, the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such registrations have been granted and fully and entirely as the same would have been held by Assignor had this assignment not been made.
2. **Assumption**. Assignee purchases, assumes, and acquires Assignor's entire rights, title, and interest in and to the Trademarks and Applications.
3. **Further Assurances**. Assignor and Assignee agree to take such further actions as may be necessary or appropriate to effectuate the purposes of this Assignment.

EXECUTED as of the date and year first above recited.

ASSIGNOR:

CUTTING EDGE BEVERAGES, LLC, a
Delaware limited liability company

By: _____
Jerry D. Whitlock, Sole Member

ASSIGNEE:

WHITLOCK PACKAGING CORPORATION,
an Oklahoma corporation

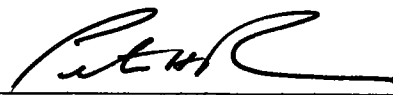
By:  _____
Peter H. Rosso, President

Exhibit "A"

TRADEMARK	COUNTRY	STATUS	SERIAL NO./FILING DATE	REGISTRATION NO. ISSUE DATE
COMBAT and Design	USA	Registered	77/420,189 - 3/12/08	3,677,351 - 9/1/09
BAD and Design	USA	Pending	85/276,129 - 3/24/11	
COMBAT and Design	USA	Pending	77/431,744 - 3/26/08	
EEZ and Circular Design	USA	Pending	77/629,517 - 12/9/08	
FRUTITO	USA	Pending	85/172,661 - 11/9/10	