

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Andy Herbst		07/28/2011	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Energy Drinks Inc.		
Street Address:	4719 Quail Lakes Dr., Ste. G-157		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95207		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85221778	ENERGY DRINK ROCK N ROLL ONE MORE TIME, TWICE! 16 FL OZ (473ML)	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(703)991-7071		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-740-8322		
Email:	info@maierandmaier.com		
Correspondent Name:	MAIER & MAIER, PLLC		
Address Line 1:	1000 Duke St		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	HERBST-004-TM		
NAME OF SUBMITTER:	Christopher J. Maier		
Signature:	/Christopher J. Maier/		
Date:	08/25/2011		
Total Attachments: 2 source=HERBST-004-TM-Assignment#page1.tif source=HERBST-004-TM-Assignment#page2.tif			

**OP \$40.00 85221778**

## TRADEMARK ASSIGNMENT

Effective Date This Assignment is effective as of the date set forth below opposite the signature of the parties to this agreement.

By and between Andy Herbst ("Assignor")  
Residing at 54 Copper Meadows Dr.  
Copperopolis, CA 95228

and

Energy Drinks Inc. ("Company")  
a California corporation  
located at 4719 Quail Lakes Dr., Ste. G - 157  
Stockton, CA 95207

### 1. General

By application dated on or about January 20, 2011, the Assignor applied to the United States Patent & Trademark Office for a trademark for the design, words, letters, and/or numbers of ROCK N ROLL ENERGY DRINK, serial number 85/221,778, a copy of which is attached to this Assignment, covering a unique mark for the logo for Rock N Roll Energy Drink.

Company wishes to acquire, for its sole use and benefit, and for the use and benefit of its legal representatives, all right title, title, and interest in and to the above-referenced trademark application and, for the duration of the term for which any or all Trademark(s) is or may be granted for said applications, the full and exclusive right, title and interest in and to the Trademarks in the United States and any foreign countries which have or may grant a corresponding Trademark or equivalent protection in exchange for issuing 1,000 shares of the Company stock.

### 2. Assignment

For 1,000 shares of Company stock, which Assignor hereby acknowledges is good and valuable consideration, Assignor hereby sells, assigns, transfers and conveys to the Company, and its successors and assigns, Assignor's entire right, title, and interest, in, to, and under the above-referenced Trademark application and any Trademarks that are issued, including the right of priority.

### Understood, Agreed & Approved

We have carefully reviewed this assignment contract and agree to and accept all of its terms.

Dated: July 28, 2011

  
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Energy Drinks, Inc. by, Andy Herbst, its  
President

Dated: July 28<sup>th</sup> 2011

  
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Andy Herbst, Assignor