#### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's State and the Nature of Conveyance previously recorded on Reel 004065 Frame 0186. Assignor(s) hereby confirms the Assignment of Entire Interest and Goodwill.	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jolt Company, Inc., The		09/03/2009	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Liquid Culture, LLC
Street Address:	2570 Avenue B
Internal Address:	North Pier A
City:	North Charleston
State/Country:	SOUTH CAROLINA
Postal Code:	29405
Entity Type:	CORPORATION: SOUTH CAROLINA

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77024533	KARMA

#### **CORRESPONDENCE DATA**

Fax Number: (585)454-3968

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 585-987-2800

Email: trademarks@woodsoviatt.com
Correspondent Name: Katherine H. McGuire, Esq.

Address Line 1: 2 State Street

Address Line 2: 700 Crossroads Building

Address Line 4: Rochester, NEW YORK 14614

ATTORNEY DOCKET NUMBER: RA590.72499

NAME OF SUBMITTER: Katherine H. McGuire, Esq.

TRADEMARK REEL: 004612 FRAME: 0261 7H \$40 00

Signature:	/Katherine H. McGuire/
Date:	08/26/2011
Total Attachments: 8 source=corrassignment#page1.tif source=corrassignment#page2.tif source=corrassignment#page3.tif source=corrassignment#page4.tif source=corrassignment#page5.tif source=corrassignment#page6.tif source=corrassignment#page7.tif source=corrassignment#page8.tif	

TRADEMARK
REEL: 004612 FRAME: 0262



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# Electronic Trademark Assignment System

# **Confirmation Receipt**

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

#### 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
The Jolt Company, Inc.		09/03/2009	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Liquid Culture, LLC	
Street Address:	2570 Avenue B	
Internal Address:	North Pier A	
City:	North Charleston	
State/Country:	SOUTH CAROLINA	
Postal Code:	29405	
Entity Type:	CORPORATION:	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77024533	KARMA

#### CORRESPONDENCE DATA

Fax Number:

(585)362-4616

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

585.362.4613

Email: trademarks@woodsoviatt.com Correspondent Name: Katherine H. McGuire, Esq. Address Line 1: 700 Crossroads Building Address Line 2: 2 State Street Rochester, NEW YORK 14614 Address Line 4: ATTORNEY DOCKET RA590.71160 **NUMBER:** NAME OF SUBMITTER: Katherine H. McGuire, Esq. Signature: /katherine h. mcguire/ 09/04/2009 Date: **Total Attachments: 2** source=karma0904#page1.tif source=karma0904#page2.tif RECEIPT INFORMATION ETAS ID: TM152164 Receipt Date: 09/04/2009 Fee Amount: \$40

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of September 4, 2009, is made by The Jolt Company, Inc., dba Wet Plant Beverages, having a place of business at 130 Linden Oaks Drive, Suite C, Rochester, New York 14625 ("Assignor"), to and for the benefit of Liquid Culture, LLC, having a place of business at 2570 Avenue B, North Pier A, North Charleston, SC 29405 ("Assignee"):

WHEREAS, Carl J. Rapp ("Rapp") is president and shareholder of Assignee and is further the president and shareholder of NRR Properties ("NRR").

WHEREAS, Assignor is party to a lease pursuant to which Assignor leases real property from NRR for the monthly rent amount of \$6,000.00.

WHEREAS, as of the date of this Assignment, Assignor was indebted to NRR in the amount of \$9,074.60 representing unpaid rental obligations under the lease with NRR.

WHEREAS, Assignor is the listed owner of U.S. Trademark Application Serial No. 77/024,533 filed under 15 U.S.C. § 1051(b), on October 19, 2006, and Canadian Trademark Application No. 1345683 for the mark KARMA for dietary supplements in the nature of stimulants in liquid form made from botanicals, algae, spices, and herbs for use in restoring mental alertness, all for non-medicinal purposes (the "Mark") together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is to be used.

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark as the successor in interest to that portion of Assignor's business to which the Mark pertains and which is ongoing and existent, without any representations and warranties.

WHEREAS, Assignor agrees to assign the Mark to Assignee for the total sum of \$6,551.00 (the "Purchase Price"), which amount represents that cost of acquisition of the Mark together with legal fees and expenses incurred in the development of the Mark. Assignee and Rapp jointly agree to credit the Purchase Price towards Assignor's outstanding obligation to NRR (the "Credit", together with the Purchase Price, the "Payment"), thereby leaving an outstanding rental obligation of \$2,523.60 as of the date of this Assignment.

NOW, THEREFORE, in consideration of the Payment, and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of of Assignor's right, title, and interest of whatever kind in and to the Mark, together with (i) the goodwill of the business relating to the products in respect upon which the Mark is to be used and for which it has been applied for; (ii) all income, royalties, and damages thereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Mark.

TRADEMARK
REEL: 004612 FRAME: 0265

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for security, completing, or vesting in Assignee full right, title, and interest in the Mark. Assignor hereby authorizes Assignee to file this Assignment with the United States Patent and Trademark Office either directly or by electronic means.

This Assignment is made to Assign the Mark to Assignee and to perfect and confirm any prior assignments thereof to Assignee, and to permit the same to be recorded in the United States Patent and Trademark Office.

IN WITHNESS WHEREFOR, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR
The folt Company, Inc., dba Wet Plant Beverages
By over QC Val
Name Printed: LOWELL @ PATIZIC
Title: COO

STATE OF NEW YORK COUNTY OF MONROE ) ss:

On the 4<sup>TR</sup> day of September in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lowell Patare personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument,

> JOHANNE A. SETZER NOTARY PUBLIC - STATE OF NEW YORK NO. 01-SE4900429

> QUALIFIED IN MONROE COUNTY /2 COMMISSION EXPIRES JULY 13, 20