

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
MD Drinks, Inc.		08/01/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Disruptive Beverages, Inc.
Street Address:	901 North Walton Avenue
City:	Yuba City
State/Country:	CALIFORNIA
Postal Code:	95993
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3305767	ALTERNATIVE ENERGY
Registration Number:	3483920	CREATED BY PHYSICIANS
Registration Number:	3307340	FUNCTION
Registration Number:	3628184	FUNCTION:
Registration Number:	3370049	HOUSE CALL
Registration Number:	3423884	LIGHT WEIGHT
Serial Number:	85193988	LIGHT WEIGHT
Registration Number:	3656323	MAKE YOUR DRINK WORK FOR YOU.
Registration Number:	3545283	QUENCH YOUR HEALTH
Registration Number:	3310909	SHOCK SPORTS
Registration Number:	3291025	URBAN DETOX
Registration Number:	3432384	VACATION
Registration Number:	3303909	YOUTH TRIP
Registration Number:	3256441	YOUTH TRIP

CH \$365.00 3305767

CORRESPONDENCE DATA

Fax Number: (602)229-5690
Phone: 602-229-5283
Email: tm-dept@quarles.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: James A. Ullman
Address Line 1: Two North Central Avenue
Address Line 2: One Renaissance Square
Address Line 4: Phoenix, ARIZONA 85004-2391

ATTORNEY DOCKET NUMBER:	145298.00002
NAME OF SUBMITTER:	Heather L. Buchta
Signature:	/Heather L. Buchta/
Date:	10/14/2011
Total Attachments: 5 source=MD Drinks to Disruptive Beverages#page1.tif source=MD Drinks to Disruptive Beverages#page2.tif source=MD Drinks to Disruptive Beverages#page3.tif source=MD Drinks to Disruptive Beverages#page4.tif source=MD Drinks to Disruptive Beverages#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made this 1st day of August, 2011, by and between MD Drinks, Inc., a California corporation, ("*Assignor*") and Disruptive Beverages, Inc., a California corporation ("*Assignee*").

WHEREAS, Assignor, Assignee and each of Alex Hughes, M.D., Dayton Miller, Josh Simon and Function Drinks Investors, LLC, have entered into a certain Asset Purchase Agreement dated of even date herewith (the "*Purchase Agreement*", pursuant to which Assignor is transferring all of the Assets of the Business (as each term is defined in the Purchase Agreement) to Assignee;

WHEREAS, Assignor has intended to use the marks set forth in Schedule 1 in interstate commerce in the United States and has filed applications with the United States Patent and Trademark Office ("*PTO*") based upon its bona fide intent to use such marks in commerce in the United States, but has not yet filed allegations of use of the marks under Sections 1(c) or 1(d) of the Trademark Act "*Applications*";

WHEREAS, Assignor has adopted and used and is the owner of record of the marks set forth in Schedule 1 registered with the PTO (collectively, "*Trademarks*");

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Trademarks to Assignee pursuant to the terms of the Purchase Agreement;

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Applications to Assignee as part of the entire business or portion thereof to which the marks pertain, as required by 15 U.S.C. § 1060; and

WHEREAS, Assignee, the successor of the ongoing and existing business or portion thereof of Assignor to which the Trademarks and Applications pertain, is desirous of acquiring said Trademarks and Applications therefor.

NOW, THEREFORE, the parties agree as follows:

Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademarks and Applications together with the goodwill of the business symbolized thereby to Assignee. Assignor represents and warrants that it has not assigned, mortgaged, licensed or granted any rights in any of the Trademarks or Applications to any third party on either an exclusive or nonexclusive basis and that full right to convey the Trademarks and Applications is possessed by it.

Assignor for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time upon the written request of Assignee, Assignor shall execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably require to more effectively transfer and assign to, and vest in, Assignee each of the Trademarks and Applications.

The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

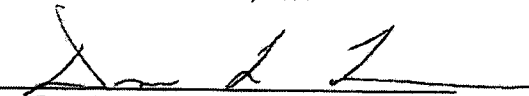
This Agreement shall not be construed to expand or limit the rights, remedies, representations or warranties of the parties under the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed as of the date and year first above written.

ASSIGNEE:

DISRUPTIVE BEVERAGES, INC.

By: 
Name: Dane Lance
Title: Chief Operating Officer

Address:

c/o Sunsweet Growers Inc.
901 North Walton Ave.
Yuba City, CA 95993

ASSIGNOR:

MD DRINKS, INC.

By: _____
Name:
Title:

Address:

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed as of the date and year first above written.

ASSIGNEE:

DISRUPTIVE BEVERAGES, INC.

By: _____

Name: Dane Lance

Title: Chief Operating Officer

Address:

c/o Sunsweet Growers Inc.
901 North Walton Ave.
Yuba City, CA 95993

ASSIGNOR:

MD DRINKS, INC.

By: _____ 

Name: Dayton Miller

Title: CEO

Address:


3975 Landmark Street, Suite 500
Culver City, CA 90232

SCHEDULE I

Applications:

<u>Mark</u>	<u>USPTO Application No.</u>
LIGHT WEIGHT	Application No. 85193988

Trademarks:

<u>Mark</u>	<u>USPTO Registration No.</u>
ALTERNATIVE ENERGY	Registration No. 3,305,767
CREATED BY PHYSICIANS LOGO 	Registration No. 3483920
FUNCTION & Design function:	Registration No. 3628184
FUNCTION	Registration No. 3,307,340
HOUSE CALL	Registration No. 3,370,049
LIGHT WEIGHT	Registration No. 3423884
MAKE YOUR DRINK WORK FOR YOU.	Registration No. 3,656,323

QUENCH YOUR HEALTH (Parent)	Registration No. 3545283
SHOCK SPORTS	Registration No. 3,310,909
URBAN DETOX	Registration No. 3291025
VACATION	Registration No. 3432384
YOUTH TRIP	Registration No. 3,303,909
YOUTH TRIP	Registration No. 3,256,441