

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
Sweet Leaf Tea Company		05/31/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Societe des Produits Nestle S.A.
Street Address:	Case Postale 353
City:	1800 Vevey
State/Country:	SWITZERLAND
Postal Code:	0
Entity Type:	Societe anonyme: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3590264	SWEET LEAF
Registration Number:	3590263	SWEET LEAF
Registration Number:	3730884	

CORRESPONDENCE DATA

Fax Number: (818)637-3311
 Phone: 818-551-3602
 Email: christa.cole@us.nestle.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Nestle USA, Inc.
 Address Line 1: 800 N Brand Blvd
 Address Line 2: Trademark Dept - 14th Floor
 Address Line 4: Glendale, CALIFORNIA 91203

DOMESTIC REPRESENTATIVE

Name: Nestle USA, Inc.

OP \$90.00 3590264

900206040

**TRADEMARK
 REEL: 004652 FRAME: 0677**

Address Line 1: 800 N Brand Blvd
Address Line 2: Trademark Dept - 14th Floor
Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER:	Christa Cole
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Signature:	/Christa Cole/
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Date:	11/01/2011
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

(U.S.)

WHEREAS, Société Des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland ("Assignee"), Nestec Ltd., a corporation organized under the laws of Switzerland ("Nestec"), Sweet Leaf Tea Company, a Texas corporation ("Assignor") and Tradewinds Beverage Company, Inc. ("Tradewinds,"") are parties to that certain Intellectual Property Purchase Agreement dated as of May 31, 2011 (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee, all right, title and interest to certain trademarks in certain territories and the associated applications and registrations therefor together with the goodwill of the business symbolized by those trademarks, as set forth on Schedule A hereto (the "Marks"); and

WHEREAS, Assignor has adopted, owns and is using the Marks in connection with various goods and services or has a *bona fide* intent to use the Marks in connection with such goods and services; and

WHEREAS, Assignee desires to acquire the Marks, any applications and registrations therefor, and, to the extent applicable, the portion of the business in connection with which Assignor has a *bona fide* intent to use the Marks identified on Schedule A which are the subject of an intent-to-use application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, any applications and registrations therefor, and, to the extent applicable, the portion of the business in connection with which Assignor has a *bona fide* intent to use the Marks identified on Schedule A which are the subject of an intent-to-use application, together with the goodwill of the business symbolized by the Marks, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered as of the date below.

SWEET LEAF TEA COMPANY

By: [Signature]
Name: Brian Calkins
Title: CEO

Dated effective as of May 31, 2011

SUBSCRIBED and SWORN to before me this 27 day of May, 2011.

[Signature]
Notary Public
My Commission Expires: 9-4-2013



SCHEDULE A

COUNTRY	TRADEMARK	REGISTRATION NO.
USA	SWEET LEAF	3590264
USA	SWEET LEAF	3590263
USA	GRANNY LOGO	3730884