

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tradewinds Beverage Company, Inc. | | 05/31/2011 | CORPORATION: OHIO |
| 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: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1888678 | TRADEWINDS | |
| Registration Number: | 3320105 | TRADEWINDS TROPICALS | |
| Registration Number: | 3320106 | TRADEWINDS TROPICALS | |
| Registration Number: | 3541670 | TRADEWINDS TEA HOUSE | |
| Registration Number: | 3038219 | GREENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (818)637-3311 | | |
| Phone: | 818-551-3602 | | |
| Email: | christa.cole@us.nestle.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| 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 | | |

OP \$140.00 1888678

DOMESTIC REPRESENTATIVE

Name: Nestle USA, Inc.
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 |
| Signature: | /Christa Cole/ |
| Date: | 11/01/2011 |

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 ("Sweet Leaf") and Tradewinds Beverage Company, Inc. ("Assignor") 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.

TRADEWINDS BEVERAGE COMPANY, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

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 | TRADEWINDS | 1888678 |
| USA | TRADEWINDS TROPICALS | 3320105 |
| USA | TRADEWINDS TROPICALS & DESIGN | 3320106 |
| USA | TRADEWINDS TEA HOUSE | 3541670 |
| USA | GREENERGY | 3038219 |