

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S & R Media Corporation		10/26/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macfadden Beverage Business, LLC		
<b>Street Address:</b>	333 Seventh Avenue--11th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3394405	BEVERAGE WORLD	
<b>Registration Number:</b>	3012857	BEVERAGE WORLD'S CHINA BEV	
<b>Registration Number:</b>	0901563	SOFT DRINKS SCOPE	
<b>Registration Number:</b>	2775774	THE BEVERAGE FORUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)245-3009		
<b>Phone:</b>	2125195188		
<b>Email:</b>	bmcfely@kanekessler.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Brendan P. McFeely		
<b>Address Line 1:</b>	1350 Avenue of Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	8166		
<b>NAME OF SUBMITTER:</b>	Brendan P. McFeely		

OP \$115.00 3394405

Signature:	/brendan p. mcfeely/
Date:	11/07/2011
Total Attachments: 5 source=Trademark Assignment S & R#page1.tif source=Trademark Assignment S & R#page2.tif source=Trademark Assignment S & R#page3.tif source=Trademark Assignment S & R#page4.tif source=Trademark Assignment S & R#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 26, 2011, is entered into by and between S & R Media Corporation, a Delaware corporation (the "Assignor"), and Macfadden Beverage Business, LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

WHEREAS, the Assignor and the Assignee are, concurrently with the execution of this Assignment, consummating the transactions contemplated by that certain Bill of Sale, dated as of the date hereof, by and between the Assignor and the Assignee (the "Bill of Sale") pursuant to which the Assignor agreed to sell certain assets to the Assignee;

WHEREAS, the Assignor is the owner of all right, title and interest in the registered trademarks set forth in Schedule A (the "Trademarks"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in and to the Trademarks, including the goodwill associated therewith, and the Assignor desires to assign the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee, and its successors and assigns, all of the Assignor's right, title and interest in and to the Trademarks, including the goodwill associated therewith, for the Assignee's use and enjoyment, and for the use and enjoyment of its successors and assigns, together with all claims of the Assignor for damages by reason of past, present and future infringement of the Trademarks with the right to sue for and collect for the Assignee's own use and benefit, and for the use and benefit of its successors and assigns.

2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record the Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest therein and thereto.

3. Upon the reasonable request of the Assignee, the Assignor shall execute and deliver to the Assignee such other documents, releases, assignments and other instruments as may be required to effectuate completely the transfer and assignment to the Assignee of, and to vest fully in the Assignee title to, each of the Trademarks, and to otherwise carry out the purposes of this Assignment, in each case if and to the extent within the legal right, power, authority or control of the Assignor and at the Assignee's sole cost and expense.

4. This Assignment and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and all the provisions hereof shall be for the sole and exclusive benefit of the parties hereto and

their respective successors and assigns, and no third party may seek to enforce, or benefit from, this Assignment or any of the provisions hereof.

5. Nothing in this Assignment, express or implied, is intended or shall be construed to supersede, modify, amend, narrow or broaden in any way the rights of the parties under, or the terms or provisions of, the Bill of Sale. To the extent any term or provision herein conflicts or is inconsistent with the Bill of Sale, the terms and provisions of the Bill of Sale shall control.

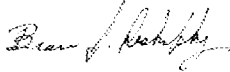
6. This Assignment (a) shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the principles of conflicts of law thereof, except to the extent that federal law preempts state law with respect to any particular conveyance covered hereby; (b) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and (c) may be executed and delivered by facsimile or other electronic transmissions, and a facsimile or other electronic signature of any party shall be effective as an original signature; provided, however, that any party that delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Trademark Assignment to be executed and delivered as of the date first written above.

S & R MEDIA CORPORATION

MACFADDEN BEVERAGE BUSINESS, LLC

By:   
Name: Brian J. Reshefsky  
Title: President

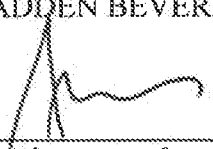
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed and delivered as of the date first written above.

S & R MEDIA CORPORATION

MACFADDEN BEVERAGE BUSINESS, LLC

By: \_\_\_\_\_  
Name: Brian J. Reshefsky  
Title: President

By:  \_\_\_\_\_  
Name: ANNA BLANGO  
Title: MANAGER

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Registered Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
BEVERAGE WORLD	S & R Media Corporation	3394405	03-11-2008
BEVERAGE WORLD'S CHINA BEV	S & R Media Corporation	3012857	11-08-2005
SOFT DRINKS SCOPE	S & R Media Corporation	901563	10-274-1970
THE BEVERAGE FORUM	S & R Media Corporation	2775774	10-21-2003