

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Manny Mashouf Living Trust Dated May 10, 2007		11/15/2011	TRUST: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Eternal Brands, LLC
<b>Street Address:</b>	c/o Manny Mashouf 10345 W. Olympic Blvd.
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90064
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3691942	ETERNAL NEW ZEALAND
Registration Number:	3656185	NEW ZEALAND WAI
Registration Number:	3689414	ETERNAL NEW ZEALAND
Registration Number:	3809409	ETERNAL NEW ZEALAND ARTESIAN WATER NATURALLY ALKALINE
Registration Number:	3827193	NEW ZEALAND WAI
Serial Number:	77834865	WONDER WATER
Serial Number:	77843860	WONDER WATER
Serial Number:	77843865	ETERNAL WONDER WATER
Serial Number:	77844774	ETERNAL WONDER WATER
Serial Number:	78410825	NEW ZEALAND ETERNAL ARTESIAN WATER

**CORRESPONDENCE DATA**

Fax Number: (310)479-1422

**900207381**

**TRADEMARK  
 REEL: 004662 FRAME: 0148**

**OP \$265.00 3691942**

Phone: 3104784100  
Email: dhochman@wrslawyers.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: David Hochman c/o WRSSR  
Address Line 1: 11400 W. Olympic Blvd. 9th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:	16521-006
NAME OF SUBMITTER:	David Hochman
Signature:	/David Hochman/
Date:	11/17/2011

Total Attachments: 2  
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source=IP Assignment Agreement - Manny's Trust to Eternal Brands, LLC#page2.tif

**INTELLECTUAL PROPERTY**

**ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of November 15, 2011, and is entered into by and between MANNY MASHOUF, TRUSTEE OF THE MANNY MASHOUF LIVING TRUST DATED MAY 10, 2007 ("Assignor") and ETERNAL BRANDS, LLC ("Assignee").

**RECITALS**

A. Assignor is the owner of certain trademarks and copyrights pending and registered with the United States Patent and Trademark Office, the United States Copyright Office, and various foreign governmental offices and agencies in Australia, China, the European Union, and New Zealand.

D. Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to all of its Intellectual Property (as defined below), and all goodwill related thereto.

E. "Intellectual Property", as used herein, shall mean any and all of Assignor's (i) trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, together with the goodwill, registrations and applications relating to the foregoing; (ii) patents and patent applications; (iii) copyrights, including registrations and applications therefore ("Copyrights"); and (iv) any licenses to use the foregoing. Intellectual Property shall also include any intellectual property assigned to Assignor in connection with that certain Intellectual Property Assignment Agreement by and between Assignor and Eternal NZ Holdings Limited, a company formed under the laws of New Zealand.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Assignment agree as follows:

1. **ASSIGNMENT OF INTELLECTUAL PROPERTY AND RELATED MATTERS.**

1.1 **Assignment of the Intellectual Property.** Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, the Intellectual Property, all right, title and interest therein and thereto, all goodwill related thereto and all other intellectual property rights associated therewith, not only in the United States and its territorial possessions, but in all countries worldwide, in perpetuity, and to any renewal, modification, continuation, division, substitution or reissuance of the Intellectual Property either by the USPTO, the U.S. Copyright Office, or a foreign country's intellectual property agency or office. All of the foregoing rights shall be collectively referred to herein as the "Intellectual Property Rights."

1.2 **Acknowledgement by U.S. and Foreign Agencies and Offices.** Assignor hereby authorizes and requests the USPTO, the U.S. Copyright Office, and any foreign country's intellectual property agency or office whose duty it is to issue trademarks, copyrights, patents, or any legal equivalent thereof, to acknowledge Assignee as the new owner of record of the Intellectual Property.

1.3 **Further Assurances.** Assignor agrees to assist Assignee, its successors or assigns, in every reasonable way to secure Assignee's rights in and to the Intellectual Property, including executing all applications, specifications, oaths, assignments and all other agreements which Assignee shall deem necessary in order to convey to Assignee all right, title and interest in and to the Intellectual

Property. In the event that Assignee is unable for any reason, after reasonable effort, to secure the signature of a duly authorized officer, manager or representative of Assignor, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized representative as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the this paragraph with the same legal force and effect as if executed by Assignor.

2. MISCELLANEOUS.

2.1 Entire Agreement. This Assignment constitutes the entire agreement between the parties to this Assignment and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein.

2.2 Governing Law; Consent to Jurisdiction. California law, without regard for the application of conflict or choice of laws principles, shall govern the interpretation of this Assignment, and all persons and entities in any manner obligated under this Assignment consent to the jurisdiction of any federal or state court within California having proper venue and also consent to service of process by any means authorized by California or federal law.

2.3 Binding Effect. This Assignment, and all rights and obligations hereunder, shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, legal and personal representatives, successors, licensees and assigns.

2.4 Modification, Waiver or Termination. No modification, waiver or termination of this Assignment, or any part hereof, shall be effective unless made in writing and signed by the party or parties sought to be bound thereby. No failure to pursue or elect any remedy shall constitute a waiver of any default under or breach of any provision of this Assignment, nor shall any waiver of any such default or breach be deemed to be a waiver of any other subsequent default or breach.

2.5 Construction. Whenever used in this Agreement, the terms "including," "include," "includes" and the like are not intended as terms of limitation, and, hence, shall be deemed to be followed by "without limitation."

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"Assignor"

MANNY MASHOUF LIVING TRUST  
DATED MAY 10, 2007

By: 

Manny Mashouf, Trustee

"Assignee"

ETERNAL BRANDS, LLC

By: 

Manny Mashouf, Manager