

# 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												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Bond Laboratories, Inc.</td> <td></td> <td>11/03/2011</td> <td>CORPORATION: NEVADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Bond Laboratories, Inc.		11/03/2011	CORPORATION: NEVADA					
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>Cervejaria Petropolis SA</td> </tr> <tr> <td><b>Street Address:</b></td> <td>Avenue Nilo Pecanha, No 50, Sala 2201 Centro</td> </tr> <tr> <td><b>City:</b></td> <td>Rio de Janeiro</td> </tr> <tr> <td><b>State/Country:</b></td> <td>BRAZIL</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>20020-906</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>CORPORATION: BRAZIL</td> </tr> </table>	<b>Name:</b>	Cervejaria Petropolis SA	<b>Street Address:</b>	Avenue Nilo Pecanha, No 50, Sala 2201 Centro	<b>City:</b>	Rio de Janeiro	<b>State/Country:</b>	BRAZIL	<b>Postal Code:</b>	20020-906	<b>Entity Type:</b>	CORPORATION: BRAZIL	
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<b>PROPERTY NUMBERS Total: 1</b>													
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Registration Number:	3788757	FUSION											
<b>CORRESPONDENCE DATA</b>													
Fax Number:	(760)454-4673												
Phone:	858-344-5905												
Email:	pollie@gandalegal.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:	Pollie Gautsch, Esq												
Address Line 1:	2033 San Elijo #201												
Address Line 4:	Cardiff, CALIFORNIA 92007												
<b>DOMESTIC REPRESENTATIVE</b>													
Name:	Pollie Gautsch												
Address Line 1:	2033 San Elijo #201												
Address Line 4:	Cardiff, CALIFORNIA 92007												
<b>NAME OF SUBMITTER:</b>	Pollie Gautsch												

OP \$40.00 3788757

900207960

**TRADEMARK**  
 REEL: 004666 FRAME: 0495

Signature:	/polliegautsch/
Date:	11/28/2011
<b>Total Attachments: 5</b> source=Fusion Assignment signed#page1.tif source=Fusion Assignment signed#page2.tif source=Fusion Assignment signed#page3.tif source=Fusion Assignment signed#page4.tif source=Fusion Assignment signed#page5.tif	

## ASSIGNMENT

Bond Laboratories, Inc., a Nevada Corporation with its principal place of business at 11011 Q Street, Suite 106A Omaha Nebraska 68137 ("Assignors"), have previously adopted and used in their business the trademark registered with the United States Patent and Trademark Office registration number 3788757 for the trademark FUSION in international class 32 for "Non-alcoholic beverage ingredients, namely, effervescent powder to be dissolved in liquid to produce an energy drink and hypertonic drink."

Assignors and Cervejaria Petrópolis S.A., a Brazilian Corporation with its principal place of business at Avenue Nilo Peçanha, nº50, Sala 2201, Centro, Rio de Janeiro, RJ, Brazil, Postal Code: 20020-906 ("Assignee") consent to transfer and assign to Assignee the above intellectual property rights pursuant to an agreement between the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, transfer and convey to Assignee all right, title and interest worldwide in and to registration number 3788757 for the trademark FUSION in international class 32 for "Non-alcoholic beverage ingredients, namely, effervescent powder to be dissolved in liquid to produce an energy drink and hypertonic drink" (and all renewals and extensions thereof). This Assignment is made pursuant to the terms of the agreement.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment on October 27, 2011.

Assignors

BOND LABORATORIES, INC.

By: 

Name: MICHAEL ADAMS

Title: CHIEF FINANCIAL OFFICER


Assignee

CERVEJARIA PETRÓPOLIS S.A.

By: 

Name: Walter Faria

Title: Director

  
INPI  
Departamento de Propriedade Intelectual

## TRADEMARK RIGHTS PURCHASE AGREEMENT

This Trademark Rights Purchase Agreement (this "Agreement") is made and entered into as of November 3, 2011 (the "Effective Date") between Bond Laboratories, Inc., a Nevada Corporation with its principal place of business at 11011 Q Street, Suite 106A Omaha Nebraska 68137 ("Bond") and Cervejaria Petrópolis a Brazilian Company with its principle place of business at Avenue Nilo Poçanha, Nº 50, Sala 2201, Centro, Rio de Janeiro, RJ, Brazil, Postal Code 20020-906 ("Company").

### WITNESSETH:

WHEREAS, Bond has designed and owns the intellectual property rights in and to the trademark registration number 3788757 on the United States Patent and Trademark Office for the mark "FUSION" in class 32 for "Non-alcoholic beverage ingredients, namely, effervescent powder to be dissolved in liquid to produce an energy drink and hypertonic drink" ("Trademark").

WHEREAS, Company desires the "Trademark Rights" (as defined below) developed by Bond.


NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

1. TRADEMARK RIGHTS. "Trademark Rights" shall mean any and all rights to the Trademark.

1.1 Bond hereby sells and assigns to Company all of Bond's right, title and interest in and to the Trademark.

1.2 Bond hereby agrees to immediately execute and file such documents and to take such other actions as shall be necessary or appropriate to effectuate the assignments of the Trademark Rights set forth in this Section 1 including the filing of assignments with the U.S. Patent and Trademark Office. The cost of recording assignments of the Intellectual Property Rights will be borne by Company.

2. REPRESENTATIONS AND WARRANTIES. COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY, EXCEPT FOR ANY LIABILITY ARISING FROM BOND'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE PARTIES, REGARDLESS OF THE TYPE OF CLAIM, BOND SHALL NOT BE LIABLE TO COMPANY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF INFORMED THAT THEY MAY OCCUR.



Bond makes the following representations and warranties to Company, each of which will survive the Effective Date:

2.1 Bond warrants that, to its knowledge, it has sufficient right and title to enter into and to perform its obligations under this Agreement.



2.2 Bond is not aware of any other third party rights of any kind affecting the Intellectual Property Rights.

3. **CONSIDERATION.** Company shall pay to Bond a payment of sixteen thousand five hundred dollars (USD \$16,500) for the purchase of its Trademark Rights, to be paid upon execution of this Agreement.

4. **INDEMNITY.** Company will indemnify, save, defend and hold Bond and its affiliates, officers, subsidiaries, sublicensees, agents, directors and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorney fees, resulting from Company's activities related to the Intellectual Property Rights after the Effective Date.

5. **CONFIDENTIALITY.** "Confidential Information" under the terms of this Agreement includes all information relating to the Trademark Rights sold or assigned under Section 1 as well as the terms and contents of this Agreement. Both parties agree to treat the Confidential Information as confidential and to protect and maintain the confidentiality thereof. The parties will use at least the same standard of care as they use to protect their own Confidential Information to ensure that their employees, agents, and consultants do not disclose or make any unauthorized use of such Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information. Confidential Information will not include any information which is generally available to the public, is otherwise part of the public domain other than through any act or omission of the other party in breach of this Agreement, or which is required to be disclosed by law or contract entered into prior to this Agreement.

6. **MISCELLANEOUS.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary to continue to effect the intent of the parties, and this Agreement shall otherwise remain in full force and effect and enforceable. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. This Agreement shall be governed by the laws of the State of Nebraska, excluding conflicts-of-law principles. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.



7. RELATIONSHIP BETWEEN THE PARTIES: Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and neither party shall have the right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement shall not create or be deemed to create any agency, partnership, or joint venture between the parties.

8. FORCE MAJEURE: The inability of either party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by strikes, picketing, insurrection, acts of God, war, emergencies, shortages, or unavailability of materials, limitations imposed by exchange control regulations or foreign investments regulations, or other causes beyond the party's reasonable control, shall excuse performance during the continuation thereof and extend the period for the performance of the obligations for the period equal to the period(s) of any such delay(s).

9. ENTIRE AGREEMENT: This Agreement is intended by the parties as a final and complete expression of their agreement with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, representations and understandings relating to it.


10. DISPUTE RESOLUTION. The parties agree that this Agreement shall be governed by and construed under the internal laws of the State of Nebraska, as applicable to agreements made and to be performed in such state, without regard to principles of conflicts of law. Bond and Company agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, this Agreement shall be subject to the exclusive jurisdiction of the Nebraska State Courts in and for Omaha, Nebraska.

11. MODIFICATION AND WAIVER: This Agreement may not be modified and none of its terms may be waived, except in writing signed by both parties. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

12. SEPARABILITY: If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement.

13. ASSIGNMENT: This Agreement may not be assigned by Company without the prior written consent of Bond.

14. WAIVER, AMENDMENT, MODIFICATION: Except as otherwise provided, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. Any waiver of a right in one instance will not operate as a waiver of any other right or as a waiver of the same right in another instance.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first indicated above.

Agreed to and accepted:

Bond

Name MICHAEL ARSLANS

CHIEF FINANCIAL OFFICER  
Title

Agreed to and accepted:

Cervejaria Petrópolis S. A.

Celino Basto de Souza  
Name

Attorney  
Title