

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
MD Drinks, Inc.		08/01/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Disruptive Beverages, Inc.		
Street Address:	901 North Walton Avenue		
City:	Yuba City		
State/Country:	CALIFORNIA		
Postal Code:	95993		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3134355	FUNCTION	
CORRESPONDENCE DATA			
Fax Number:	(602)229-5690		
Phone:	602-229-5283		
Email:	nancy.oehler@quarles.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:	James A. Ullman		
Address Line 1:	Two North Central Avenue		
Address Line 2:	One Renaissance Square		
Address Line 4:	Phoenix, ARIZONA 85004-2391		
ATTORNEY DOCKET NUMBER:	145298.00002		
NAME OF SUBMITTER:	Heather L. Buchta		
Signature:	/Heather L. Buchta/		

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TRADEMARK
REEL: 004676 FRAME: 0929

Date:

12/12/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made this 1st day of August, 2011, by and between MD Drinks, Inc., a California corporation, ("*Assignor*") and Disruptive Beverages, Inc., a California corporation ("*Assignee*").

WHEREAS, Assignor, Assignee and each of Alex Hughes, M.D., Dayton Miller, Josh Simon and Function Drinks Investors, LLC, have entered into a certain Asset Purchase Agreement dated of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignor is transferring all of the Assets of the Business (as each term is defined in the Purchase Agreement) to Assignee;

WHEREAS, Assignor has adopted and used and is the owner of record of the marks set forth in Schedule 1 registered with the patent and trademark offices (collectively, "*Trademarks*");

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Trademarks to Assignee pursuant to the terms of the Purchase Agreement;

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Applications to Assignee as part of the entire business or portion thereof to which the marks pertain; and

WHEREAS, Assignee, the successor of the ongoing and existing business or portion thereof of Assignor to which the Trademarks and Applications pertain, is desirous of acquiring said Trademarks therefor.

NOW, THEREFORE, the parties agree as follows:

Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademarks and Applications together with the goodwill of the business symbolized thereby to Assignee. Assignor represents and warrants that it has not assigned, mortgaged, licensed or granted any rights in any of the Trademarks and Applications to any third party on either an exclusive or nonexclusive basis and that full right to convey the Trademarks and Applications is processed by it.

Assignor for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time upon the written request of Assignee, Assignor shall execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably require to more effectively transfer and assign to, and vest in, Assignee each of the Trademarks and Applications.

The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

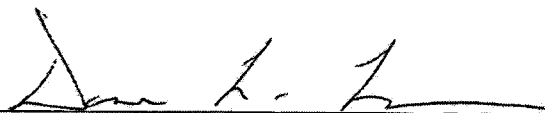
This Agreement shall not be construed to expand or limit the rights, remedies, representations or warranties of the parties under the Purchase Agreement.

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IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed as of the date and year first above written.

ASSIGNEE:

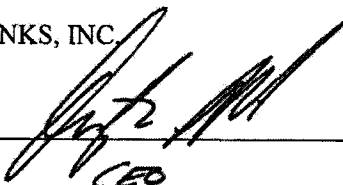
DISRUPTIVE BEVERAGES, INC.

By: 
Name: Dane Lance
Title: Chief Operating Officer

Address: c/o Sunsweet Growers Inc.
901 N. Walton Avenue
Yuba City, CA 95993

ASSIGNOR:

MD DRINKS, INC.

By: 
Name:
Title: CEO

Address: *Futura Beverages*

SCHEDULE 1

<u>MARK/COUNTRY</u>	<u>APPLICATION/REGISTRATION NO.</u>
UNITED STATES	
FUNCTION United States	Registration No. 3134355
ARGENTINA	
FUNCTION Argentina	Registration No. 2309192
AUSTRALIA	
FUNCTION Australia (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974076 Application No. 1262792
URBAN DETOX Australia (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974077 Application No. 1262793
BRAZIL	
URBAN DETOX Brazil	Application No. 829972382
URBAN DETOX Brazil	Application No. 829972390
CANADA	
ALTERNATIVE ENERGY Canada	Registration No. TMA733457
BRAINIAC Canada	Registration No. TMA743,345
FUNCTION	Registration No. TMA743841

Canada	
HOUSE CALL Canada	Registration No. TMA736662
LIGHT WEIGHT Canada	Registration No. TMA730,754
SHOCK SPORTS Canada	Registration No. TMA741,460
URBAN DETOX Canada	Registration No. TMA740,520
YOUTH TRIP Canada	Registration No. TMA739,671
CHILE	
FUNCTION Chile	Registration No. 886.293
CHINA	
URBAN DETOX China (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974077
EUROPEAN COMMUNITY	
FUNCTION European Community	Registration No. 6559306
URBAN DETOX European Community (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974077
HONG KONG	
URBAN DETOX Hong Kong	Registration No. 301191483
INDIA	
FUNCTION	Application No. 1726550

India	
URBAN DETOX India	Application No. 1726551
JAPAN	
FUNCTION Japan (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974076
URBAN DETOX Japan (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974077
KOREA	
URBAN DETOX Korea	Application No. 40-2010-0034870
MEXICO	
FUNCTION Mexico	Registration No. 1079911
FUNCTION Mexico	Registration No. 1079912
URBAN DETOX Mexico	Registration No. 1115659
RUSSIA	
FUNCTION Russia	Madrid Protocol Reg. No. 974076
URBAN DETOX Russia (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974077
SINGAPORE	
FUNCTION Singapore (Extension of Madrid Protocol registration)	Madrid Protocol Reg. No. 974076 Singapore Reg. No. T0812960J
URBAN DETOX Singapore	Madrid Protocol Reg. No. 974077

(Extension of Madrid Protocol registration)	Singapore Reg. No. T08129611
INTERNATIONAL REGISTRATION	
FUNCTION International Registration (Madrid Protocol)	Registration No. 974076
URBAN DETOX International Registration (Madrid Protocol)	Registration No. 974077