

## 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
	Alka Fit, LLC		12/29/2011
	Entity Type LIMITED LIABILITY COMPANY: CALIFORNIA		
RECEIVING PARTY DATA			
Name:	Bernard J. Cartoon		
Street Address:	21100 Erwin Street		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3865289	ALKA FIT
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
Phone:	310-207-3800		
Email:	janet_gass@bstz.com, tm_filings@bstz.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:	Norman Zafman, Esq./Blakely Sokoloff		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	Suite 700		
Address Line 4:	Los Angeles, CALIFORNIA 90025-1040		
ATTORNEY DOCKET NUMBER:	92820.T337		
NAME OF SUBMITTER:	Norman Zafman, Esq.		
Signature:	/Norman Zafman/		

OP \$40.00 3865289

Date:

12/30/2011

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK  
AND  
THE UNITED STATES REGISTRATION THEREOF

WHEREAS, Alka Fit, LLC, a limited liability company formed under the laws of the State of California, having a place of business at 30313 Canwood Street, Suite 22, Agoura Hills, California 91301 ("ASSIGNOR"), acquired, adopted and used, and thereby owns all rights, title and interests in and to the mark ALKA FIT for bottled drinking water, drinking water with vitamins and flavored bottled water (the "Mark"); and

WHEREAS, ASSIGNOR also owns the United States registration of the Mark namely, United States Registration No. 3,865,289, registered October 19, 2010 (the "Registration"), along with the goodwill of the business appurtenant to the Mark; and

WHEREAS, Bernard J. Cartoon, an individual, having a principal place of business at 21100 Erwin Street, Woodland Hills, California 91367 ("ASSIGNEE"), is desirous of acquiring the entire rights, title and interest in and to the Mark and Registration and the goodwill associated with the Mark, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, his successors, assigns and legal representatives, the full and entire right, title and interest in and to the Mark and Registration, and the attendant goodwill symbolized by the Mark, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE immediately.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith and the Registration relating thereto; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Mark; (v) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Mark or the Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and Registration in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever required to carry out the intent of this instrument of assignment; (ii) provide whatever information may be required to carry out the intent of this instrument of assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be executed on the date indicated below.

Alka Fit, LLC  
("ASSIGNOR")

Dated: December 29<sup>th</sup>, 2011 By:   
Bernard J. Cartoon, Manager and Director

("ASSIGNEE")

Dated: December 29<sup>th</sup>, 2011 By:   
Bernard J. Cartoon, in **TRADEMARK** capacity