

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
DryBev, Inc.		03/31/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	DryBev International, Inc.		
Street Address:	Main Street		
Internal Address:	P.O. Box 556		
City:	Charlestown		
State/Country:	UNKNOWN		
Entity Type:	CORPORATION: ST. CHRIST-NEVIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85411072	DRYBEV	
Serial Number:	85411086	N.O. CRANKED 2XS	
Serial Number:	85421778	VECTOR	
CORRESPONDENCE DATA			
Fax Number:	2147648389		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2143676000		
Email:	claudia@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP c/o C Alvarado		
Address Line 1:	8150 N Central Expressway, 10th Floor		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	1561-0003		
DOMESTIC REPRESENTATIVE			

OP \$90.00 85411072

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Claudia Alvarado
Signature:	/Claudia Alvarado/
Date:	04/20/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between DryBev, Inc., a Texas corporation with a business address of 18208 Preston Rd., Suite D9, Dallas, TX 75252 ("Assignor"), and DryBev International, Inc., a corporation organized under the laws of the Federation of Saint Kitts and Nevis, with a business address of Main Street, P.O. Box 556, Charlestown, Nevis (the "Company").

WITNESSETH:

WHEREAS, Assignor has adopted and applied for registration of the trademarks listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, the Company is the successor to that portion of the business of the Assignor to which the Marks pertain, pursuant to the Bill of Sale of even date herewith; and

WHEREAS, the Company agrees to prosecute all applications associated with the Marks, maintain any subsequent registrations for them, and take over enforcing the Marks; and

WHEREAS, Assignor has agreed to assign and the Company has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto the Company all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof.

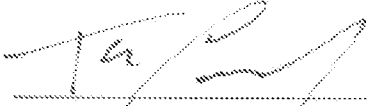
2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of
March 31st, 2012.

Assignor:

DRYBEV, INC

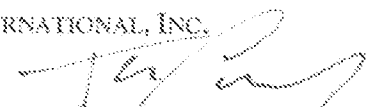
Signature: 

Name: Theodore R. Casey

Title: President

The Company:

DRYBEV INTERNATIONAL, INC.

Signature: 

Name: Theodore R. Casey

Title: Director

Company: DRYBEV INTERNATIONAL, INC.

Signature: *[Handwritten Signature]*

By: Theodore R Casey

Title: Director

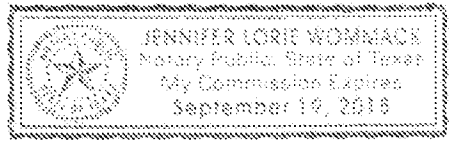
ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 31 day of March 2012, by Theodore Casey of DryBev International, Inc.

Given under my hand and seal of office on the 31 day of March 2012.



Notary Public in and for the State of Texas

My commission expires:

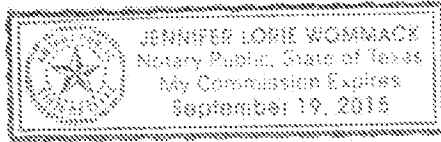
Sign: *Taylor*
DryBev, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31 day of March
2012, by Theodore, Casey of DryBev, Inc.

Given under my hand and seal of office on the 31 day of March
2012.



.....
Notary Public in and for the
State of Texas

.....
My commission expires:

EXHIBIT A
to
Trademark Assignment Agreement
"Marks"

Jurisdiction	Mark	Serial No.	Reg. No.
USA	DRYBEV	85411072	N/A
U.S. Common Law	DRYBEV	N/A	N/A
Canada	DRYBEV	1543820	N/A
Brazil	DRYBEV	831249765	N/A
Madrid Protocol International Application with extension of protection in Australia	DRYBEV	1092412	N/A
Madrid Protocol International Application with extension of protection in European Union	DRYBEV	1092412	N/A
Madrid Protocol International Application with extension of protection in Russian Federation	DRYBEV	1092412	N/A
Madrid Protocol International Application with extension of protection in Switzerland	DRYBEV	1092412	N/A
USA	N.O. CRANKED 2XS	85411086	N/A
U.S. Common Law	N.O. CRANKED 2XS	N/A	N/A
Canada	N.O. CRANKED 2XS	1543821	N/A
Brazil	N.O. CRANKED 2XS	831249730	N/A
Madrid Protocol International Application with extension of protection in Australia	N.O. CRANKED 2XS	1092293	N/A
Madrid Protocol International Application with extension of protection in European Union	N.O. CRANKED 2XS	1092293	N/A
Madrid Protocol International Application with extension of protection in Russian Federation	N.O. CRANKED 2XS	1092293	N/A
Madrid Protocol International Application with extension of protection in Switzerland	N.O. CRANKED 2XS	1092293	N/A
USA	VECTOR	85421778	N/A
U.S. Common Law	VECTOR	N/A	N/A