

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
Qing Mei, Inc.		05/03/2012	CORPORATION: WYOMING
RECEIVING PARTY DATA			
Name:	Xing Beverage LLC		
Street Address:	1700 E. 68th Ave.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80229-7303		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3078332	XING	
Registration Number:	3078333	XING	
CORRESPONDENCE DATA			
Fax Number:	3035726540		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-572-6500		
Email:	denipmail@gtlaw.com		
Correspondent Name:	Gayle L. Strong, Greenberg Traurig, LLP		
Address Line 1:	1200 17th St., Suite 2400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	131898-010300		
NAME OF SUBMITTER:	Gayle L. Strong		
Signature:	/Gayle L. Strong/		

CH \$65.00 3078332

Date:

05/15/2012

Total Attachments: 2

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Assignment of Trademarks

WHEREAS, Qing Mei, Inc. a Wyoming corporation with its address of record at 224 Cottonwood, Ten Sleep, WY 82442 (hereinafter "Assignor") owns the trademarks as set forth on Schedule A (hereinafter referred to as "said marks"); and

WHEREAS, Xing Beverage LLC, a Colorado limited liability company with its principal place of business at 1700 E 68th Ave, Denver, CO 80229-7303 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said marks, including all common law rights associated with said marks, together with the goodwill of the business in connection with which said marks is used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest throughout the world in and to said marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks, along with the rights to police, monitor and enforce said marks against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said marks in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademarks, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to said marks, at Assignee's expense.

Assignor: Qing Mei, Inc.

By: [Signature]

Its: President

Date: 5/3/2012