

## 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
Amincor, Inc.		05/18/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Alex D. That		
Street Address:	8 Timber Ridge Drive		
City:	Commack		
State/Country:	NEW YORK		
Postal Code:	11725		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77709244	CAFFEINE	
Serial Number:	77979922	CAFFEINE	
CORRESPONDENCE DATA			
Fax Number:	2023153386		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2022942287		
Email:	jgerben@gerbenlawfirm.com		
Correspondent Name:	Josh Gerben, Esq.		
Address Line 1:	1155 Connecticut Ave NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	Josh Gerben, Esq.		
Signature:	/Josh Gerben/		
Date:	05/22/2012		
Total Attachments: 3 source=Caffeine_TrademarkAssignment#page1.tif source=Caffeine_TrademarkAssignment#page2.tif source=Caffeine_TrademarkAssignment#page3.tif			

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## TRADEMARK ASSIGNMENT

WHEREAS, Arnincor, Inc., a Nevada corporation, having an address at 1350 Avenue of the Americas, 24<sup>th</sup> Floor, New York, NY 10019, United States of America (the "ASSIGNOR"), is the owner of the trademark set forth on the attached Schedule A (collectively, the "TRADEMARK"); and

WHEREAS, Alex D. That, an individual residing at 8 Timber Ridge Drive, Commack, NY 11725 (the "ASSIGNEE"), desires to acquire all right, title and interest in, to and under said TRADEMARK.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, convey, grant, and set over to ASSIGNEE for ASSIGNEE's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made, ASSIGNOR's entire right, title and interest in, to and under the TRADEMARK inclusive of the registrations therefor, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the TRADEMARK, and that part of ASSIGNOR's business connected with the use thereof and symbolized thereby, and any and all of ASSIGNOR's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the TRADEMARK, including without limitation, ASSIGNOR's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to ASSIGNOR as of the date hereof or that may become known after the date of this Assignment.

ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the TRADEMARK to any third party.

ASSIGNOR authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record ASSIGNEE as the owner of the TRADEMARK as ASSIGNEE of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to ASSIGNEE, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

WHEREFORE, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

AMINCOR, INC. (ASSIGNOR)

By: [Signature]  
Name: Joseph F. TUGARASA  
Title: VP

Dated: January 3 2012

State of New York :  
County of New York :ss

On this 3 day of January, 2012, personally appeared before me the above named Joseph F. Tugarasa, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument.

(notary seal)  
**MUSTAFA N. HAQUE**  
Notary Public, State of New York  
No. 82HA6248829  
Qualified in New York County  
Commission Expires September 16, 2015

[Signature]  
notary signature  
print name Mustafa N. Haque  
Commission expires 9-26-2015

[Signature]  
ALEX D. THAT, an individual (ASSIGNEE)

May 18 2012  
Dated: ~~January~~, 2012

State of New York :  
County of Suffolk :ss

On this 18<sup>th</sup> May day of ~~January~~, 2012, personally appeared before me the above named ALEX D. THAT, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument.

(notary seal)

[Signature]  
notary signature  
print name MARYANN SCHLESSINGER  
Commission expires Dec. 11, 2014  
Notary Public, State of New York  
No. 01SC6157726  
Qualified in Suffolk County

SCHEDULE A

U.S. Trademark Serial Numbers

Serial Number	Mark
77 709 244	Caffeine
77 979 922	Caffeine