

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daniel J Sinclair Jr		05/23/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Zing Holdings, LLC		
Street Address:	15 Engle Street, Suite 104		
City:	Englewood		
State/Country:	NEW JERSEY		
Postal Code:	07631		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3684533	ZING	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-313-9898		
Email:	robert@steckmanlaw.com		
Correspondent Name:	Robert Steckman		
Address Line 1:	111 John Street, Suite 800		
Address Line 4:	New York, NEW YORK 10038		
ATTORNEY DOCKET NUMBER:	ZING		
NAME OF SUBMITTER:	Robert Steckman		
Signature:	/Robert Steckman/		
Date:	05/24/2012		
Total Attachments: 2 source=zing.assignment#page1.tif source=zing.assignment#page2.tif			

OP \$40.00 3684533

ASSIGNMENT OF TRADEMARK

23, 2012, This ASSIGNMENT OF TRADEMARK (the "Assignment"), dated as of May 23, 2012, is made and entered into by and between Daniel J. Sinclair, Jr., an individual residing in the State of Louisiana (the "Assignor"), and Zing Holdings, LLC, a New Jersey limited liability company (the "Assignee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Assignor has registered the trademark "Zing" (the "Trademark") in the United State Patent and Trademark Office, Registration Number 3684533, for "alcoholic beverages, namely, liquors, distilled spirits, gins, rum, and vodka" in international class 33.

WHEREAS, the Parties have agreed to enter into this Assignment pursuant to which Assignor will assign to Assignee all of Assignor's right, title and interest in the Trademark in return for payment of the sum of Nine Thousand and 00/100 (\$9,000.00) Dollars from Assignee, receipt and sufficiency of which is hereby acknowledged by Assignor.

NOW THEREFORE, in consideration of the covenants and mutual agreements between the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

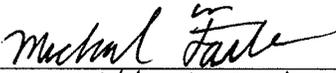
1. Assignment and Transfer. Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademark, together with the entire good will associated with such mark.
2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Trademark rights to Assignee.
3. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents and take any all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademark hereunder.
4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be

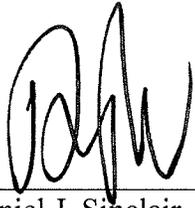


deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ZING HOLDINGS, LLC

By: 
Name: *Michael Farbenthal*
Title: Managing Member


Daniel J. Sinclair, Jr.