

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
Adult Beverage Company		08/10/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Quick LLC		
Street Address:	1820 E. Ray Road		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85225		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85263185	ADULT ORANGE 50/50	
Serial Number:	85093042		
Registration Number:	4099804	RETASTE YOUR YOUTH. AT 40 PROOF.	
Registration Number:	4091828	AB ADULT BEVERAGE CO.	
Registration Number:	4082082	ADULT CHOCOLATE MILK	
Serial Number:	85112307	ADULT SHOT POP	
Registration Number:	3979677		
CORRESPONDENCE DATA			
Fax Number:	2122776501		
<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)277-6500		
Email:	goodwillj@dicksteinshapiro.com		
Correspondent Name:	Clark W. Lackert		
Address Line 1:	Dickstein Shapiro LLP		
Address Line 2:	1633 Broadway		

900224877

TRADEMARK
 REEL: 004795 FRAME: 0192

OP \$190.00 85263185

Address Line 4: New York, NEW YORK 10019-6708

ATTORNEY DOCKET NUMBER: W0090.0009

NAME OF SUBMITTER: Clark W. Lackert

Signature: /Clark W. Lackert/

Date: 06/05/2012

Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") dated as of August 10, 2011 ("Effective Date"), is made by ADULT BEVERAGE COMPANY, a Nevada corporation ("Seller"), in favor of QUICK LLC, a Delaware limited liability company ("Buyer").

WHEREAS, under the terms of that certain Reorganization Agreement dated as of August 10, 2011 by and among Seller, Buyer, Tracy Reinhardt, Nicolle Halbur, Jeff Kudla, WJD Beverage LLC, Tom Steffanci and Mike McGill (the "Reorganization Agreement"), Seller has conveyed, transferred and assigned to Buyer, among other assets, all Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office. Capitalized terms used and not defined herein shall have the meanings given to such terms in the Reorganization Agreement.

NOW THEREFORE, for value received, the parties hereby agree as follows:

1. Assignment. In consideration for the execution of the Reorganization Agreement, the payment of the purchase price for the ABC Transferred Assets and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's rights, title and interest in and to the Intellectual Property, including the but not limited to the following (the "Assigned IP"):

a. The patent and patent applications listed in **Exhibit "A"** attached hereto and incorporated herein by reference and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

b. The trademarks and trademark applications listed in **Exhibit "B"** attached hereto and incorporated herein by reference, together with the goodwill connected to the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

c. The copyright registrations, applications for registration and exclusive copyright licenses set forth in **"Exhibit C"** attached hereto and all issuances, extensions and renewals thereof (the "Copyrights");

d. All rights of any kind whatsoever of Seller accruing under any of the Patents, Trademarks or Copyrights provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

e. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and

f. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, filings, registrations, or similar items, in each case at Seller's expense, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Representations of Buyer. Buyer represents that Buyer has all requisite power and authority to execute, deliver and perform this assignment, and such assignment constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

4. Reorganization Agreement. The terms of the Reorganization Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Reorganization Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Reorganization Agreement and the terms hereof, the terms of the Reorganization Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

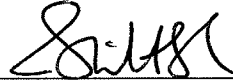
7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice of law provision or rule (whether of the State of New York or any other jurisdiction).

** Remainder of Page Blank, Signature Page Follows **

IN WITNESS WHEREOF, Seller has executed this assignment in favor of Buyer on the date set forth below but effective as of the Effective Date specified above.

"Seller"

**ADULT BEVERAGE COMPANY,
a Nevada corporation**



Name: Nicolle Halbur
Title: President
Date: August 10, 2011

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On August 10, 2011, before me, Karen Forte, Notary Public, personally appeared Nicolle Halbur, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(seal)


Signature  Karen Forte

KAREN FORTE
Notary Public, State of New York
No. 01FO6063349
Qualified in Kings County
Commission Expires August 27, 20 13

AGREED TO AND ACCEPTED:

“Buyer”

QUICK, LLC,
a Delaware limited liability company



Name: Steven N. Masket
Title: Secretary
Date: August 10, 2011

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On August 10, 2011, before me, Karen Forte, Notary Public, personally appeared Steven N. Masket, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(seal)

Signature Karen Forte

KAREN FORTE
Notary Public, State of New York
No. 01FO6063349
Qualified in Kings County
Commission Expires August 27, 2013

EXHIBIT "A"

PATENTS

EXHIBIT "B"

TRADEMARKS

1. Registrations with the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
[Design]	3979677	June 14, 2011

2. Applications to register with the United States Patent and Trademark Office:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ADULT CHOCOLATE MILK	85093077	July 26, 2010
ADULT ORANGE 50/50	85263185	March 10, 2011
ADULT SHOT POP	85112307	August 20, 2010
AB ADULT BEVERAGE CO.	85092982	July 26, 2010
RE-TASTE YOUR YOUTH. AT 40-PROOF.	85093029	July 26, 2010
[Design]	85093042	July 26, 2010

EXHIBIT "C"

COPYRIGHTS