

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
Eternal Beverages, Inc.		10/01/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Eternal Brands, LLC
Street Address:	c/o WRSSR 11400 W. Olympic Blvd. 9th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85453182	BODY FIX
Serial Number:	85453180	BODY FIX
Registration Number:	4207800	FIX

CORRESPONDENCE DATA

Fax Number: 3104791422
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-478-4100
 Email: dhochman@wrslawyers.com
 Correspondent Name: David Hochman
 Address Line 1: 11400 W. Olympic Blvd. 9th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90077

ATTORNEY DOCKET NUMBER:	16521-401
NAME OF SUBMITTER:	David Hochman

OP \$90.00 85453182

Signature:	/David Hochman/
Date:	10/23/2012
Total Attachments: 2 source=Trademark Assignment Agreement Fix marks#page1.tif source=Trademark Assignment Agreement Fix marks#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "**Assignment**") is made effective as of October 1, 2012, and is entered into by and between Eternal Beverages, Inc., a California corporation ("**Assignor**"), on the one hand, and Eternal Brands, LLC, a California limited liability company ("**Assignee**"), on the other hand.

RECITALS

WHEREAS, Assignor is the owner/applicant of one (1) trademark registration and (2) trademark applications with the United States Patent and Trademark Office (the "**USPTO**"), namely, Registration No. 4207800 for the mark "**FIX**" in class 005, and Serial Nos. 85453182 and 85453180 for the mark **BODY FIX** in classes 005 and 032 (collectively, the "**Trademarks**"); and

WHEREAS, the parties desire to have Assignor transfer and assign to Assignee all right, title and interest in the Trademarks, and all goodwill related thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, the Trademarks, all right, title and interest therein and thereto, all goodwill related thereto, together with all registrations, and applications relating to the foregoing, not only in the United States and its territorial possessions, but in all countries worldwide, in perpetuity, and to any renewal, modification, continuation, division, substitution or reissuance of the Trademarks or related trademarks and services marks either by the USPTO or a foreign country's trademark office. All of the foregoing rights shall be collectively referred to herein as the "**Trademarks' Rights**."

2. **Request(s) of Acknowledgment**. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue trademarks or any legal equivalent thereof, to acknowledge Assignee as the new owner of record of the Trademarks.

3. **Representations, Warranties, Covenants**. Assignor represents, warrants and covenants to Assignee that (a) Assignor has the full right, power and authority to enter into this Assignment and to perform Assignor's obligations hereunder; and (b) this Assignment is a valid, legally binding obligation of Assignor.

4. **Further Documents**. Assignor agrees to assist Assignee, its successors or assigns, in every reasonable way to secure Assignee's rights in the Trademarks and the Trademarks' Rights, including executing all applications, specifications, oaths, assignments and all other agreements which Assignee shall deem necessary in order to convey to Assignee all right, title and interest in and to the Trademarks and the Trademarks' Rights.

5. Governing Law; Jurisdiction. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California in connection with any action or proceeding arising out of or relating to this Assignment.

6. Entire Agreement. This Assignment sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Assignment, nor any waiver of any rights under this Assignment, will be effective unless in writing signed by the party to be charged.

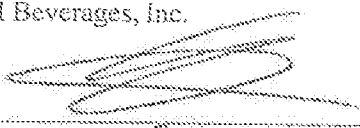
7. Severability. If one or more of the provisions in this Assignment are deemed void by law, then the remaining provisions will continue in full force and effect.

8. Binding. This Assignment will be binding upon Assignor's successors and assigns and will be for the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date above.

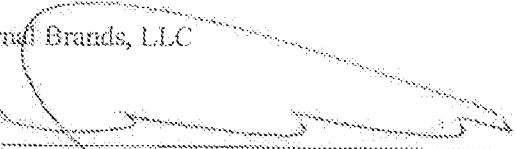
"Assignor"

Eternal Beverages, Inc.

By: 
Its: CEO

"Assignee"

Eternal Brands, LLC

By: 
Its: _____