

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boo Koo Beverages, Inc.		02/03/2011	CORPORATION: TEXAS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Merge Beverages, LP
<b>Also Known As:</b>	Holigan Racing, LP
<b>Street Address:</b>	6505 W. Park Blvd., Suite 306
<b>City:</b>	Plano
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75093
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS

<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	3304062	BOO KOO
Registration Number:	3277531	BOO KOO
Registration Number:	3117993	BOO KOO
Registration Number:	3454394	WET VITAMINS
Registration Number:	3454337	BOO KOO WET VITAMINS

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2533693141
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	214-939-7659
<b>Email:</b>	mail@davidjudson.com
<b>Correspondent Name:</b>	Law Office of David H. Judson
<b>Address Line 1:</b>	15950 Dallas Parkway, Suite 225
<b>Address Line 4:</b>	Dallas, TEXAS 75248

CH \$140.00 3304062

ATTORNEY DOCKET NUMBER:	NF-001
NAME OF SUBMITTER:	David H. Judson
Signature:	/David H. Judson/
Date:	12/12/2012
Total Attachments: 5 source=BillofSaleIPAssignmentBKB2Merge#page1.tif source=BillofSaleIPAssignmentBKB2Merge#page2.tif source=BillofSaleIPAssignmentBKB2Merge#page3.tif source=BillofSaleIPAssignmentBKB2Merge#page4.tif source=BillofSaleIPAssignmentBKB2Merge#page5.tif	

**BILL OF SALE**

**Date:**

**Seller:**        **ROBERT YAQUINTO, JR., CHAPTER 7 TRUSTEE for  
PERFORMING BRANDS, INC., DEBTOR;  
Bankruptcy Case No. 08-36552-bjh-7**

**Seller's Mailing:**     509 N. Montclair Avenue, Dallas (Dallas County), Texas 75208  
**Address (including county):**

**Buyer:**                **MERGE BEVERAGES, LP**

**Buyer's Mailing**        6505 W. Park Blvd., Suite 306, Plano (Collin County), Texas 75093  
**Address (including county):**

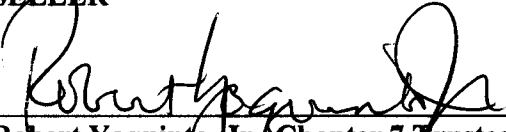
**Consideration:**        \$10.00 and other good and valuable consideration.

**Personal Property:**

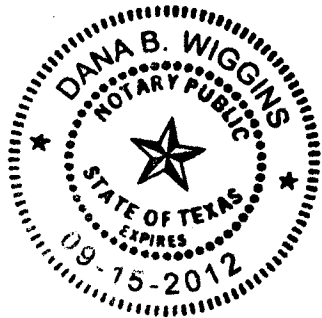
**For value received, Seller conveys free and clear of all liens, claims, and encumbrances, all of the Seller's right, title and interest in Performing Brands, Inc. f/k/a Boo Koo Holdings, Inc. ("PFOB") and the public shell of PFOB, including but not limited to, all shares that have been reclaimed from the owners of PFOB during PFOB's bankruptcy proceedings. This conveyance is made without warranty and the interest transferred is on an "AS IS, WHERE IS basis. Trustee is unaware of any shares that have been reclaimed from the previous owners during the bankruptcy. Trustee makes no representations or warranties as to the viability of the corporate public shell. Trustee makes no representations or warranties regarding the number of shareholders who have purchased stock in this entity nor does he make any representations or warranties of the number of outstanding shares. Trustee makes no representations or warranties that any shares have been reclaimed from the previous owners.**

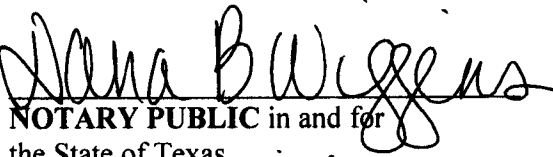
When the context requires, singular nouns and pronouns include the plural.

**SELLER**

  
\_\_\_\_\_  
**Robert Yaquinto, Jr., Chapter 7 Trustee for  
Performing Brands, Inc., Debtor  
Bankruptcy Case No. 08-36552-bjh-7**

**SWORN TO AND SUBSCRIBED TO BEFORE ME** by Robert Yaquinto, Jr.,  
Chapter 7 Trustee for Performing Brands, Inc., Debtor, Bankruptcy Case No. 08-36552, on  
this 3rd day of February, 2011.



  
\_\_\_\_\_  
**NOTARY PUBLIC** in and for  
the State of Texas  
Dana B. Wiggins  
Printed Name of Notary Public  
Commission Expires: 09/15/2012

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of February \_\_\_\_, 2011 (this "Assignment"), by **Boo Koo Beverages, Inc.**, a Texas Corporation having a place of business address at 4951 Airport Parkway, Addison, TX 75001 ("**Assignor**"), made in favor of **Merge Beverages, LP**, f/k/s Holigan Racing, LP, a Texas Limited Partnership with a place of business at 6505 W. Park Blvd., Suite 306, Plano, Texas 75093 ("**Assignee**"), and collectively, ("the Parties").

### RECITALS

WHEREAS, **Assignor** has agreed to transfer to **Assignee**, and **Assignee** has agreed to accept from **Assignor**, all intellectual property assets of Boo Koo Beverages, Inc. including, but not limited to, all trademarks, trade names, labels, logos, domain names, and other trade dress (including all goodwill associated therewith), and all copyrights relating to the business of Boo Koo Beverages, Inc. ("Business"); and

WHEREAS, **Assignor** is the owner of the trademarks set forth in Schedule A (collectively referred to as the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. **Assignor** does hereby assign, transfer, set over, and deliver to **Assignee** all of **Assignor's** right, title, and interest, in and to:

(a) intellectual property, including but not limited to, all trademarks, trade names, labels, logos, domain names, copyrights, and other trade dress related to the Marks, including all common law rights therein;

(b) the goodwill of the Business represented by the Marks;

(c) all rights of action on account of present and future infringement of the trademarks, trade names, labels, logos, domain names, copyrights, and other trade dress related to the Marks; and

(d) all rights corresponding thereto throughout the world.

2. Further Assurances. **Assignor** hereby covenants and agrees that it will at any time, upon the request and at the expense of **Assignee**, execute and deliver any and all papers and do all lawful acts that may be necessary to perfect the title to the Marks. **Assignor** does hereby authorize the Commissioner of Trademarks to issue all registrations on any federally registered trademarks in accordance with this Assignment and the U.S. Copyright Office to issue all registrations on any federally registered copyrights in accordance with this Assignment. The Parties acknowledge and agree that subsequent assignment and use by such **Assignee** does not and shall not create a likelihood of confusion.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together will be deemed to be one and the same instrument, binding on all parties hereto notwithstanding that all such parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of February, 2011.

**BOO KOO BEVERAGES, INC.**

By: \_\_\_\_\_

Name: Robert Yaquirto

Title: Chapter 7 Trustee for Boo Koo  
Beverages, Inc.

**MERGE BEVERAGES, LP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

### Trademarks

NO.	TRADEMARK	SERIAL NO.	REGISTRATION NO.	COUNTRY
1	BOO KOO	78,744,249	3,304,062	USA
2	BOO KOO	78,740,954	3,277,531	USA
3	MOTO ENERGY	78,383,547	3,130,644	USA
4	BOO KOO	78,374,349	3,117,993	USA
5	WET VITAMINS	77,032,101	3,454,394	USA
6	BOO KOO WET VITAMINS	77,008,942	3,454,337	USA
7	LOVE FACTOR	76,575,206	3,075,129	USA
8	PURE POWER	76,575,205	3,061,589	USA
9	BOO KOO	1,340,717	----	CA
10	BOO KOO ENERGY	1,340,723	----	CA
11	BOO KOO BURNER	Common law		