

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
Merge Beverages, LP	FORMERLY Holigan Racing, LP	12/12/2012	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Neighborhood Funding of the Southwest Company, L.L.C.
Street Address:	6310 Lemmon Avenue, Suite 218
City:	Dallas
State/Country:	TEXAS
Postal Code:	75209
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: 2533693141
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-939-7659
 Email: mail@davidjudson.com
 Correspondent Name: Law Office of David H. Judson
 Address Line 1: 15950 Dallas Parkway, Suite 225
 Address Line 4: Dallas, TEXAS 75248

ATTORNEY DOCKET NUMBER:	NF-001	TRADEMARK
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CH \$140.00 3304062

NAME OF SUBMITTER:	David H. Judson
Signature:	/David H. Judson/
Date:	12/13/2012
Total Attachments: 2 source=Merge2NFExecuted#page1.tif source=Merge2NFExecuted#page2.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Agreement") is by and between Merge Beverages, LP, formerly known as Holigan Racing, LP., a Texas Limited Partnership with a place of business at 6505 W. Park Blvd., Suite 306, Plano, Texas 75093 ("Assignor"), and Neighborhood Funding of the Southwest Company, L.L.C., a Texas Limited Liability Company with a place of business at 6310 Lemmon Avenue, Suite 218, Dallas, Texas ("Assignee").

WHEREAS, by virtue of an Intellectual Property Assignment dated February, 2011, Assignor obtained assignment of certain trademark rights that were originally vested in Boo Koo Beverages, Inc., a Texas Corporation, the trademark rights including the trademark registrations and applications identified on Exhibit A to that agreement (a copy of which exhibit is attached hereto), and associated goodwill of the business of Boo Koo Beverages, Inc. (the trademark registrations and applications, and associated goodwill, hereinafter the "Trademarks");

WHEREAS, the Assignor has agreed to transfer to Assignee whatever right, title and interest in and to the Trademarks that it has now or has had in the past; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, and its successors and assigns, Assignor's entire right, title and interest in the Trademarks, together with the goodwill appurtenant thereto, and the entire right, title and interest in and to any and all claims, demands, causes of action or the like Assignor may have, either at law or in equity, arising out of any actual or alleged past, present or future infringement of any Trademark.

Assignor represents, warrants and covenants that (i) it has full legal power to enter into this Agreement; that (ii) Assignor's interest in the Trademarks are hereby transferred and conveyed to Assignee hereby, free and clear of all liens, claims and encumbrances, and that (iii) the conveyance hereby of the Trademarks vests good and marketable title to the Trademarks in Assignee, free and clear of any liens, claims or encumbrances.

This Agreement may be presented to appropriate government entities as needed to record Assignee's ownership of the Trademarks. In addition, Assignor shall execute whatever additional documentation Assignee may reasonably request from time-to-time to establish and/or confirm Assignee's ownership of the Trademarks.

This Assignment is effective, as of December 10, 2012.

In **WITNESS WHEREOF**, Assignee has caused this Agreement to be signed and delivered by its duly authorized officer, effective as of the date indicated.

MERGE BEVERAGES, L.P.

By: _____

Title: Manager

Date: December 12, 2012

SCHEDULE A

Trademarks

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		

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