

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BIG TRAIN, INC.		
Street Address:	25392 Commercentre Drive, Suite A		
City:	Lake Forest		
State/Country:	CALIFORNIA		
Postal Code:	92630		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2799267	MAMMOTH FREEZE	
Registration Number:	2748942	MAMMOTH FREEZE	
Registration Number:	2754508	WELCOME TO THE BLENDED ICE AGE	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-259-2000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 N. Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C067919/0341101		
NAME OF SUBMITTER:	Mark A. Paskar		

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Signature:	/Mark A. Paskar/
Date:	12/28/2012
Total Attachments: 4 source=7 (g) Trademark Release and Reassignment 3510#page1.tif source=7 (g) Trademark Release and Reassignment 3510#page2.tif source=7 (g) Trademark Release and Reassignment 3510#page3.tif source=7 (g) Trademark Release and Reassignment 3510#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 20, 2012 by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent for the Lenders ("**Agent**").

WITNESSETH:

WHEREAS, Agent and BIG TRAIN, INC., a Delaware corporation ("**Grantor**"), were parties to that certain Trademark Security Agreement dated as of March 28, 2007 (the "**Assignment**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks and trademark licenses (the "**Secured Trademarks**") as security for certain obligations owing by Grantor to Agent, including the Secured Trademarks set forth on Schedule I hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on March 28, 2007, at Reel 3510, Frame 0173; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Secured Trademarks and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under the following Secured Trademarks:

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

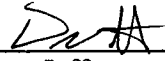
(d) all income, royalties, proceeds and Liabilities (as defined in the Assignment) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Secured Trademarks.

[Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: Dean Jeffe
Title: Its Duly Authorized Signatory

SCHEDULE I

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
MAMMOTH FREEZE (MARK WITH PICTURE)	2799267	12/23/03
MAMMOTH FREEZE	2748942	8/5/03
WELCOME TO THE BLENDED ICE AGE	2754508	8/19/03

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

4. COMMON LAW TRADEMARKS

Mammoth Beverages, Inc.
Dragon Fly
Fiesta de Sabor