

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
The Action Group, Inc.		12/06/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	PL Brands, Inc.		
Street Address:	311 Lakeview Drive		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85585153	RUSALKA	
CORRESPONDENCE DATA			
Fax Number:	2136870498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2137872523		
Email:	trademarks@cblh.com		
Correspondent Name:	Victor K. Sapphire		
Address Line 1:	333 S Grand Avenue, Suite 2300		
Address Line 2:	Novak Druce Connolly Bove + Quigg		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	PLB-RUSALKA		
NAME OF SUBMITTER:	Victor K. Sapphire, Esq.		
Signature:	/victor sapphire/		
Date:	01/14/2013		
Total Attachments: 1 source=Rusalka TM Assignment to PL Brands#page1.tif			

OP \$40.00 85585153

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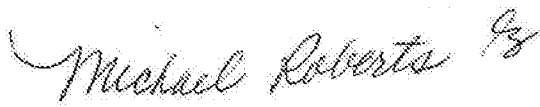
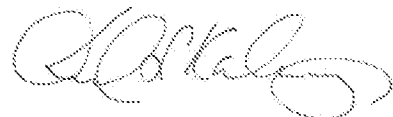
WHEREAS, THE ACTION GROUP, INC., an Florida corporation having its principal address at 11943 NW 37th Street, Coral Spring, Florida (“Assignor”) is the owner of the trademark RUSALKA , Russian vodka (the “Mark”) and associated U.S. federal trademark Serial No. 85585153 (the “Registration”), the business associated with the Mark and the goodwill represented by the Mark.

WHEREAS, PL BRANDS, INC., an Illinois corporation having its principal address at 311 Lakeview Drive, Buffalo Grove, Illinois (“Assignee”), desires to acquire Assignor’s right, title and interest in and to the Mark and the Registration, the portion of the business to which the Mark pertains and the proportionate goodwill represented thereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s right, title and interest in and to the Mark and the portion of the Assignor’s existing and ongoing business to which the Mark pertain, and the Registration and goodwill represented by the Mark, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Mark or the Registration. Assignee takes the foregoing portion of the Assignor’s business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

The United States Patent and Trademark Office and/or equivalent office of the applicable foreign jurisdiction is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, this Assignment is effective as of December 6, 2012.

<p>THE ACTION GROUP, INC.</p> <p style="text-align: center;"></p> <p>By: _____</p> <p>Name: <u>Michael Roberts</u></p> <p>Title: <u>Partner</u></p>	<p>PL BRANDS, INC.</p> <p style="text-align: center;"></p> <p>By: _____</p> <p>Name: <u>David S. Kalusetsky</u></p> <p>Title: <u>Director</u></p>
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