

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
Big Train, Inc.		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zenbury International Limited		
Street Address:	16, Avenue Pasteur		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2310		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2083761	BIG TRAIN	
Registration Number:	2526555	CHAI ME	
Registration Number:	2757368	CHAMBA CHAI	
Registration Number:	2552139	EASTERN CHAI	
Registration Number:	2086956	ST. MORITZ	
Registration Number:	3165727	20° BELOW	
Registration Number:	3257098	KIDZ KREAMZ	
Registration Number:	3157638	MYSTIC	
Registration Number:	3160670	SKINNY MINNIE	
Registration Number:	3309472	ADD-A-BOOST	
Registration Number:	3774390	BIG TRAIN NATURALS	
Registration Number:	3709611	MAKE ANY DRINK AN EXTRAORDINARY DRINK	
Registration Number:	3632064	TRADITIONAL MEXICAN BEVERAGES WITH A TWIST	
Registration Number:	3925840	DRAGONFLY	

Registration Number:	3415248	BREEZA
Registration Number:	3415086	ESCAPE TO CALM
Registration Number:	3431921	SERENO ORGANIC CHAI
Registration Number:	3419098	A COOL BREEZE IN A CUP
Registration Number:	4146008	FIT FRAPPÉ
Registration Number:	3574558	¡VIVAZI!
Serial Number:	85424139	SOUTHERN VELVET
Serial Number:	85567418	FIT CAPPUCCINO
Serial Number:	85589194	FIT CHAI
Serial Number:	85567416	FIT LATTE
Serial Number:	85567413	FIT MOCHA
Serial Number:	85621121	FIT SMOOTHIE

CORRESPONDENCE DATA

Fax Number: 3142592020

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

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
-------------------------	-----------------

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Mark A. Paskar
--------------------	----------------

Signature:	/Mark A. Paskar/
------------	------------------

Date:	01/25/2013
-------	------------

Total Attachments: 8

source=5 (a) Trademark Deed of Transfer to Zenbury#page1.tif

source=5 (a) Trademark Deed of Transfer to Zenbury#page2.tif

source=5 (a) Trademark Deed of Transfer to Zenbury#page3.tif

source=5 (a) Trademark Deed of Transfer to Zenbury#page4.tif

TRADEMARK
REEL: 004949 FRAME: 0147

source=5 (a) Trademark Deed of Transfer to Zenbury#page5.tif
source=5 (a) Trademark Deed of Transfer to Zenbury#page6.tif
source=5 (a) Trademark Deed of Transfer to Zenbury#page7.tif
source=5 (a) Trademark Deed of Transfer to Zenbury#page8.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment agreement ("Assignment") is entered into as of December 20, 2012, between Big Train, Inc. a corporation organized and existing under the laws of the State of Delaware ("Assignor"), and Zenbury International Limited, a corporation organized and existing under the laws of the Republic of Ireland ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of December 20, 2012, by and among, inter alia, Assignor and Assignee (the "Purchase Agreement"), wherein Assignor agreed to sell and assign certain intellectual property assets, including registered and common law trademarks, to Assignee; and

WHEREAS, Assignor and Assignee desire to memorialize Assignee's acquisition of all of Assignor's right, title and interest in, to and under the registered and common law trademarks assigned pursuant to the Purchase Agreement, including those identified in Exhibit A, attached hereto (the "Transferred Assets").

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and confirm that:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Transferred Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which the marks pertain, as set forth in the Purchase Agreement; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Assets.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Assets, including without limitation, filing assignment documents in recordable form with any and all government agencies.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office and any corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Assets.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed.

[Remainder of Page Left Intentionally Blank]

BIG TRAIN, INC.

By: [Signature]
Name: Robyn E Hawkins
Title: CEO

STATE OF California,
COUNTY OF Orange) SS.
)

On this 20 day of December, 2012 there appeared before me Robyn Hawkins personally known to me, who acknowledged that he or she signed the foregoing Copyright Assignment as his or her voluntary act and deed on behalf and with full authority of BIG TRAIN, INC.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

My commission expires 10-21-2015

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Schedule 4.11
Intellectual Property

Trademark Schedule			
<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Big Train, Inc.	BIG TRAIN	2,083,761	July 29, 1997
Big Train, Inc.	CHAI ME	2,526,555	January 8, 2002
Big Train, Inc.	CHAMBA CHAI	2,757,368	August 26, 2003
Big Train, Inc.	EASTERN CHAI	2,552,139	March 26, 2002
Big Train, Inc.	ST. MORITZ	2,086,956	August 12, 1997
Big Train, Inc.	20 BELOW	3,165,727	October 31, 2006
Big Train, Inc.	KIDZ KREAMZ	3,257,098	June 26, 2007
Big Train, Inc.	MYSTIC	3157638	October 17, 2006
Big Train, Inc.	SKINNY MINNIE	3,160,670	October 17, 2006
Big Train, Inc.	ADD-A-BOOST	3,309,472	October 9, 2007
Big Train, Inc.	BIG TRAIN NATURALS	3,774,390	April 13, 2010
Big Train, Inc.	MAKE ANY DRINK AN EXTRAORDINARY DRINK	3,709,611	November 10, 2009
Big Train, Inc.	¡VIVAZI!	3,574,558	February 17, 2009
Big Train, Inc.	TRADITIONAL MEXICAN BEVERAGES WITH A TWIST	3,632,064	June 2, 2009
Big Train, Inc.	DRAGONFLY	3,925,840	June 11, 2007
Big Train, Inc.	BREEZA	3,415,248	April 22, 2008
Big Train, Inc.	ESCAPE TO CALM	3,415,086	April 22, 2008
Big Train, Inc.	SERENO ORGANIC CHAI	3,431,921	May 20, 2008
Big Train, Inc.	A COOL BREEZE IN A CUP	3,419,098	April 29, 2008
Big Train, Inc.	FIT FRAPPE	4,146,008	May 22, 2012

<u>Name of Owner</u>	<u>Trademark</u>	<u>Application #</u>	<u>Reg. Date</u>
Big Train, Inc.	SOUTHERN VELVET	85/424,139	September 15, 2011
Big Train, Inc.	FIT CAPPUCCINO	85/567418	October 23, 2012
Big Train, Inc.	FIT CHAI	85/589194	October 30, 2012
Big Train, Inc.	FIT LATTE	85/567416	October 23, 2012
Big Train, Inc.	FIT MOCHA	85/567413	October 23, 2012

Big Train, Inc.	FIT SMOOTHIE	85/621121	October 23, 2012
-----------------	--------------	-----------	------------------

Canadian Trademarks Registered

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Big Train, Inc.	BIG TRAIN	604762	March 10, 2004
Big Train, Inc.	CHAI ME	613883	June 30, 2004
Big Train, Inc.	JOIN THE ICE RAGE	604761	March 10, 2004

<u>Name of Owner</u>	<u>Trademark</u>	<u>Application #</u>	<u>Reg. Date</u>
Big Train, Inc.	BIG TRAIN	1553414	November 23, 2011
Big Train, Inc.	BIG TRAIN (and design)	1553419	November 23, 2011

Mexico Trademarks Registered

<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train, Inc.	BIG TRAIN	Registered	959501	October 27, 2006
Big Train, Inc.	BIG TRAIN	Registered	959500	October 27, 2006

Community Trademarks Registered

<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train, Inc.	BIG TRAIN	Registered	5281688	August 22, 2007

Australia Trademarks Registered

<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train, Inc.	BIG TRAIN	Registered	1132298	August 28, 2006

Philippines Trademarks Registered

<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train, Inc.	BIG TRAIN	Registered	42006500257	July 2, 2007

China Trademarks Registered

<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train	BIGTRAIN	Filed	10328821	December 20, 2011
Big Train	BIGTRAIN	Filed	10328822	December 20, 2011

China Trademarks Registered				
<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train	BIGTRAININC and design	Filed	10328819	December 20, 2011
Big Train	BIGTRAININC and design	Filed	10328820	December 20, 2011
Big Train	BIG TRAIN	Filed	10328819	November 27, 2012

Hong Kong Trademarks Registered				
<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train, Inc.	BIG TRAIN	Registered	40-2011-43033	December 3, 2012

Korea Trademarks Registered				
<u>Name of Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>
Big Train, Inc.	BIG TRAIN	Registered	302118483	December 20, 2011
Big Train, Inc.	BIG TRAIN INC and design	Registered	320118500	December 20, 2011

Patent Schedule			
<u>Name of Owner</u>	<u>Patent</u>	<u>Reg. #</u>	<u>Reg. Date</u>
None			

Copyright Schedule		
<u>Name of Owner</u>	<u>Copyright</u>	<u>Reg. Date</u>
Spiced chai latte label	VA-1-175-916	04-Nov-2002

Domain Names	
bigtrain.asia	kidzkreamz.com
bigtrain.co	kidzkreamz.net
bigtrain.com	mammothfreeze.com
bigtrain.in	mystic-products.com
bigtrain.info	mysticchai.com
bigtrain.us	mysticsmoothies.com
bigtrainlocarb.com	mysticsmoothies.net

bigtrainlowcarb.com	ontrackrewards.com
carbolicious.com	ontrackrewards.net
chai-tea.com	serenochai.com
chai-tea.net	serenochai.net
easternchai.com	tea-zing.com
fitfrappe.com	newyou2012.com
goeverythingcoffeetea.com	newyoupromo.com
jemaris.com	
kidscreams.com	
kidscreams.net	
kidscremes.com	
kidscremes.net	

Licenses

Trademark License Agreement by and between Agilex Flavors and Fragrances, Inc. and Big Train, Inc., dated December 1, 2006, as amended by that certain Amendment to Trademark License Agreement dated May 17, 2011, as terminated by that certain Termination and Release Agreement, dated as of November 29, 2012.

Infringement Matters

In a letter dated June 18, 2012, counsel to Nestle alleged that Big Train, Inc.'s registered trademark "Skinny Minnie" infringes upon its registered trademarks "Skinny Cow," "The Skinny Cow," and "Get the Skinny." Nestle offered to purchase the "Skinny Minnie" mark from BT for \$3,000. Big Train, Inc. has rejected this offer and noted its belief that its mark does not infringe on any of Nestle's marks. The parties have exchanged proposals aimed at an amicable settlement of the issue; however, no agreement has been reached. Big Train, Inc. has used the "Skinny Minnie" mark for over 7 years and it has been awarded "Incontestability" by the PTO. Total sales of Skinny Minnie in 2012 are approximately \$300,000.