

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
	HIGH VOLTAGE BEVERAGES LLC		12/31/2011
			LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTIOXIDANT FARMS, INC		
Street Address:	920 Cherokee Road		
City:	Charlotte,		
State/Country:	NORTH CAROLINA		
Postal Code:	28207		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3230068	VOLT
CORRESPONDENCE DATA			
Fax Number:	4158825400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-882-5300 Ext 238		
Email:	jbegler@nvlawllp.com		
Correspondent Name:	Jay Begler, Niesar & Vestal LLP		
Address Line 1:	90 New Montgomery Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jay Begler		
Signature:	/Jay Begler/		
Date:	02/21/2013		

OP \$40.00 3230068

Total Attachments: 5

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EXHIBIT A
TRADEMARK ASSIGNMENT AGREEMENT
AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (“Agreement”) is entered into as of December 31, 2012, by and between HIGH VOLTAGE BEVERAGES, LLC, a Delaware limited partnership (Assignor) and ANTIOXIDANT FARMS, INC. (Assignee), a Delaware corporation.

WHEREAS, Assignor and Assignee are parties to the Asset and Sale Purchase Agreement, dated December 31, 2012 (the “Asset Agreement”);

WHEREAS, Assignor has registered the VOLT trademark (Registration Number 3230068 dated April 17, 2007) (“Trademark”), and said trademark forms part of the transferred assets;

WHEREAS, Assignor makes no representations as to the value or validity of the Trademark; and

WHEREAS, pursuant to the Agreement, Assignee desires to obtain all of the Assignor’s right, title, and interest in and to the said Trademark, together with all goodwill.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment/Assumption.

1.1 Trademark. Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor’s rights, title and interest in, to and under the said Trademark, together with (a) all goodwill associated with such Trademark; (b) the registration(s) for said Trademark; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all, past, present, or future infringements of dilution of or damage or injury to said trademarks or the registrations thereof.

1.2 Owen Ryan Employment Agreement. Assignee hereby accepts the assignment from Assignor of, and agrees to perform, all of Assignor’s obligations and responsibilities to Owen Ryan under any employment, severance or other agreement between Assignee and Owen Ryan.

2. **Compensation.** The parties agree that Assignee shall assume and be responsible for all employment and other compensation or benefits due and owing Owen Ryan under section 1.2 above.

3. **Employee Consent.** Owen Ryan understands and agrees that his consent to and execution of this Agreement is a fundamental and critical condition precedent of the Assignee's agreement to enter into the Purchase and Sale of Assets Agreement. Owen Ryan hereby agrees that, notwithstanding anything to the contrary contained in any employment, severance or other agreement with Assignor, he hereby consents to the provisions of this Agreement.

4. **Further Acts.** The parties hereto agree to do, execute and deliver, or cause to be done, executed and delivered, all of such further acts, documents and instruments as necessary to carry out the intent of this Agreement.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. The parties agree that all disputes arising under this Agreement shall be resolved exclusively in the state or federal courts of the Commonwealth of Pennsylvania, located in Montgomery County, and the parties agree to submit to the personal jurisdiction of such courts.

6. **Modifications; Waivers.** This Agreement shall not be modified, waived or terminated except pursuant to an agreement in writing signed by the party against whom such modification, waiver or termination is to be enforced.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. To the extent permitted by law, the parties hereto hereby waive any provision of law that renders any provision of this Agreement invalid or unenforceable in any respect.

9. **Counterparts.** This Agreement may be executed in counterparts (and by different parties on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or PDF shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

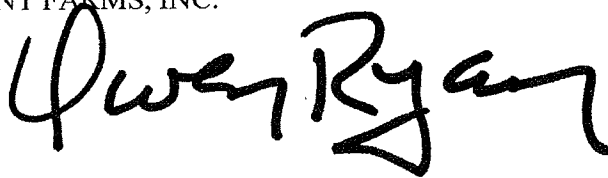
Assignor/Seller: HIGH VOLTAGE BEVERAGES, LLC

By: /s/ EDWARD MILLSTEIN
EDWARD MILLSTEIN



Assignee/Buyer: ANTIOXIDANT FARMS, INC.

By: /s/ OWEN RYAN
Owen Ryan



Employee Consent to Assignment and Agreement to Amend/Modify the 2008 Employment Agreement between Owen Ryan and High Voltage Beverages, LLC, and all other Agreements, including severance agreements, between Owen Ryan and High Voltage Beverages, LLC, consistent with all terms set forth above:

By: /s/ OWEN RYAN
Owen Ryan

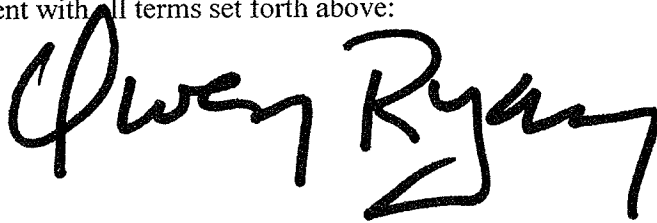


EXHIBIT 2

RELEASE AGREEMENT

This Release Agreement by and between HIGH VOLTAGE BEVERAGES, LLC, a Delaware limited liability corporation (Releasee) and OWEN RYAN, an individual residing at 920 Cherokee Road, Charlotte, NC 28207 ("Releasor"), is made and entered into this 31st Day of December, 2012.

1. General Release. For good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, Releasor hereby releases and forever discharges and agrees to hold harmless Releasee including all of its members, shareholders, directors, officers, employees, agents, attorneys, representatives and assigns, investors, and affiliated or related business entities, past, present or future, from any and all claims, losses, debts, liens, contracts, agreements, promises, demands, damages, obligations, causes of action, suits, or liability of any nature whatsoever against Releasee, including but not limited to claims for wrongful termination and breach of contract, intentional misrepresentation, negligent misrepresentation, fraud, harassment, negligence, conspiracy, or detrimental reliance, and any exemplary (i.e., punitive) damages, and whether such claims be in tort or in contract, whether known or unknown, suspected or unsuspected, fixed or contingent, whether for personal or property damages, attorney's fees, court costs, litigation expenses, or any other form of damages whatsoever under the laws of the State of North Carolina, Commonwealth of Pennsylvania, or any other law whatsoever that Releasor ever had, now has, or hereafter may have, related to or arising out of his employment, business or any other relationship with Releasee.

2. Specific Release. Such release shall include, but not be limited to, any and all claims for monetary damages, wages, severance pay, vacation pay, sick pay, bonuses, commissions, and other compensation and benefits, any and all claims of discrimination or harassment based on race, color, national origin, religion, veteran status, sex, disability, age, marital status, or other characteristic or conduct protected under any applicable federal, state or local laws and regulations; any and all claims of wrongful discharge, emotional distress, defamation, misrepresentation, fraud, detrimental reliance, breach of contractual obligations, promissory estoppel, negligence, unlawful retaliation or reprisal, including but not limited to claims for wrongful and/or constructive discharge based on public policy; any and all claims of unlawful discrimination, harassment and retaliation under any applicable federal, state, and local laws and regulations; any and all claims arising under: (i) the Age Discrimination in Employment Act (as amended by the Older Workers Benefit Protection Act of 1990); (ii) Title VII of the Civil Rights Act of 1964 as amended; (iii) the Americans with Disabilities Act; (iv) the Family and Medical Leave Act; (v) 42 U.S.C. § 1981; (vi) the Sarbanes-Oxley Act; (vii) the Employee Retirement Income Security Act (except as to rights which already may have vested); (viii) the Health Insurance Portability and Accountability Act of 1996; (ix) the Equal Pay

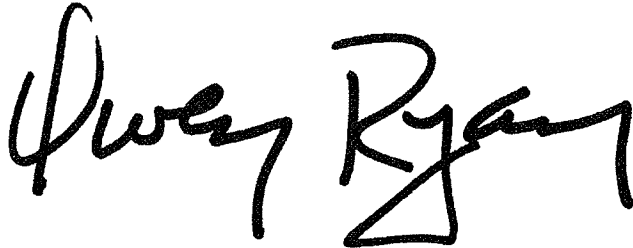
8. Construction of Agreement. The laws of the Commonwealth of Pennsylvania, exclusive of laws relating to conflicts of laws, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties. The Parties further agree that the venue for all disputes arising under this Agreement shall lie exclusively in state or federal courts located in the Commonwealth of Pennsylvania, Montgomery County, which shall have exclusive jurisdiction of same.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Releasor agrees that:

WITH MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS INCLUDING THE FULL AND FINAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. I FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT, THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT, THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY MY ATTORNEY.

RELEASOR:

By: /s/ OWEN RYAN
Owen Ryan



ACCEPTED BY:

By: /s/ EDWARD MILLSTEIN
Edward Millstein



On behalf of Releasee High Voltage Beverages, LLC