

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Glanbia Nutritionals (Ireland) Limited		02/21/2013	Limited Company of Ireland: IRELAND
<b>RECEIVING PARTY DATA</b>			
Name:	Monster Energy Company		
Street Address:	550 Monica Circle		
Internal Address:	Suite 201		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92880		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2008057	WHITE LIGHTNING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	9497609502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(949) 760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Brigette B. Chaput		
Address Line 1:	2040 Main Sreet		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	HANBEV.1764T		
NAME OF SUBMITTER:	Brigette B. Chaput		

OP \$40.00 2008057

Signature:	//Brigette B. Chaput//
Date:	03/01/2013
Total Attachments: 3 source=Trademark Purchase and Assignment#page1.tif source=Trademark Purchase and Assignment#page2.tif source=Trademark Purchase and Assignment#page3.tif	

## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Agreement is effective as of ~~January~~ <sup>February</sup> 21, 2013, by and between GLANBIA NUTRITIONALS (IRELAND) LIMITED, a limited company of Ireland having a principal place of business at Glanbia House, Kilkenny, Ireland ("GNL") and Monster Energy Company, a ~~California~~ <sup>Delaware</sup> corporation having a place of business at 550 Monica Circle, Suite 201, Corona, California 92880 ("MEC").

WHEREAS, GNL owns US Registration No. 2008057, registered on October 15, 1996 for the trademark WHITE LIGHTNING (the "Registration"); and

WHEREAS, MEC desires to acquire and GNL is willing to assign to MEC all rights, title, and interest in and to the WHITE LIGHTNING mark, the Registration, and any other rights GNL may have in the trademark WHITE LIGHTNING, whether alone or in combination with any design.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GNL hereby assigns and sells to MEC all of its rights, title, and interest in and to the WHITE LIGHTNING mark and the Registration, including:

a) all statutory and common law rights attaching to the Registration and the WHITE LIGHTNING mark, including any and all goodwill associated with the WHITE LIGHTNING mark;

b) the right to bring, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement (including all past infringements), or any other cause of action (including passing off) arising from ownership of any of the Registration and the WHITE LIGHTNING mark whether occurring before, on or after the date of this Agreement.

2. In consideration of the rights being assigned to MEC, MEC shall pay to GNL the amount of Ten Thousand U.S. Dollars (US\$10,000) (the "Purchase Price") by check after its receipt from GNL of a fully executed copy of this Agreement and a fully executed copy of the recordable Trademark Assignment attached hereto as Annex 1 for recording with the US Patent and Trademark Office.

3. The assignment in paragraph 1 above shall not take effect until GNL shall have received the Purchase Price in accordance with the instructions above. GNL agrees and undertakes with MEC that it shall give confirmation of receipt of the Purchase Price by email to [diane.reed@knobbe.com](mailto:diane.reed@knobbe.com) within 24 hours after receipt.

4. Upon execution of this Agreement by both parties, GNL will provide to MEC a copy of all correspondence and other documents in GNL's possession and control relating to the Registration.

5. GNL represents and warrants to MEC that:

a) GNL is the sole legal and beneficial owner of the Registration and has the right and power to assign the Registration and the WHITE LIGHTNING trademark as shown in the Registration to MEC;

b) to the best of GNL's knowledge, there is no claim by any third party that the Registration is invalid or that the use of the WHITE LIGHTNING mark in connection with naturally and artificially flavored fruit drink will infringe the rights of any third party;

c) to the best of GNL's knowledge, there are no encumbrances upon, liens, options, mortgages or security interests against or in the Registration; and

d) GNL has not granted rights to any third party under the Registration or the WHITE LIGHTNING mark.

6. GNL will perform (or procure the performance of) all further acts and things and execute such other documents and instruments as MEC may request to effectively vest title to the Registration in MEC.

7. Following receipt of payment from MEC in accordance with this Agreement, GNL will not contest or interfere with, directly or indirectly, MEC's use or ownership of the Registration or the WHITE LIGHTNING mark.

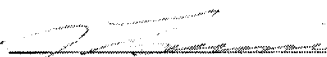
8. Section 2 of this Agreement will remain confidential and will not be disclosed without the prior written consent of the other party or as required by law.

9. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York (without regard to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the date first written above. This Agreement may be signed in duplicate, each copy of which shall be deemed an original.

GLANBIA NUTRITIONALS  
(IRELAND) LIMITED

MONSTER ENERGY COMPANY

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: JEN LALANEN

Rodney C. Sacks  
Chairman and C.E.O.

Title: DIRECTOR OF MARKETING

Date: FEBRUARY 21, 2013

Date: FEBRUARY 21, 2013

ANNEX 1 Attached:

14649614  
011113

ANNEX 1

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is effective as of ~~January 21~~ <sup>February 21</sup>, 2013 (the "Effective Date") by and between GLANBIA NUTRITIONALS (IRELAND) LIMITED, a limited company of Ireland having a principal place of business at Glanbia House, Kilkenny, Ireland ("ASSIGNOR"), and Monster Energy Company, ("ASSIGNEE"), a California corporation having a principal place of business at 550 Monica Circle, Suite 201, Corona, CA 92880.

WHEREAS, ASSIGNOR owns and uses the following trademark, which is registered in the United States Patent and Trademark Office (the "Registration"):

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WHITE LIGHTNING	United States of America	2008057	October 15, 1996

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights in the WHITE LIGHTNING mark, including the Registration, along with all associated goodwill;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all right, title and interest in and to the WHITE LIGHTNING mark and the Registration, along with the transfer of certain tangible assets as indicia of goodwill in the mark; and

WHEREAS, both ASSIGNOR and ASSIGNEE desire to record with the U.S. Patent and Trademark Office the transfer of the Registration from ASSIGNOR to ASSIGNEE.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the WHITE LIGHTNING mark, together with Registration No. 2008057, concurrent with the transfer of certain tangible assets as indicia of goodwill in the mark.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the date first written above. This Agreement may be signed in duplicate, each copy of which shall be deemed an original.

GLANBIA NUTRITIONALS  
(IRELAND) LIMITED

MONSTER ENERGY COMPANY

By: [Signature]

By: [Signature]

Printed Name: Ken Lamerick

Rodney C. Sacks  
Chairman and CEO

Title: DIRECTOR OF ADMINISTRATION

Date: FEBRUARY 7, 2013

Date: February 21, 2013

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