

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HyDrive Energy LLC		11/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BR HyDrive, LLC		
Street Address:	6500 River Place Blvd., Bldg. I, Suite 450		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3353993	BETTER ENERGY	
Registration Number:	3331925	HYDRIVE	
Registration Number:	4215318	HYDRIVE	
Registration Number:	4149424	THE CAFFEINE MADE ME DO IT	
CORRESPONDENCE DATA			
Fax Number:	2128778800		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-775-8700		
Email:	lromero@kilpatricktownsend.com		
Correspondent Name:	Jason M. Vogel		
Address Line 1:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	95450/867030		

OP \$115.00 3353993

NAME OF SUBMITTER:	Tina Mepani
Signature:	/tm/
Date:	03/27/2013
Total Attachments: 8 source=Hydrive Energy, LLC and BR Hydrive, LLC #page1.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page2.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page3.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page4.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page5.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page6.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page7.tif source=Hydrive Energy, LLC and BR Hydrive, LLC #page8.tif	

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of November 16, 2012, by and between HyDrive Energy LLC, a Delaware limited liability company ("Seller"), and BR HyDrive, LLC ("Purchaser"), a Texas limited liability company.

RECITALS

A. Seller is engaged in the business of manufacturing and selling fruit-flavored beverages and energy drinks, powders and other consumable products under the trademark "HYDRIVE" (the "Business").

B. Seller desires to sell, and Purchaser desires to purchase, certain assets of Seller used in the Business, in consideration of the Purchase Price, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Defined Terms

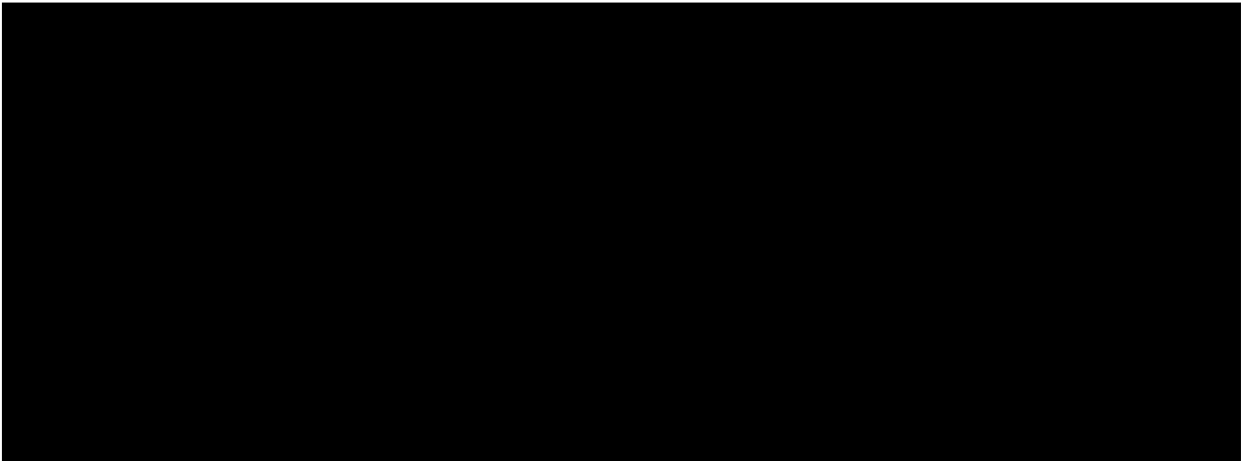
1.1 Defined Terms. The following terms shall have the following meanings:

[Redacted]

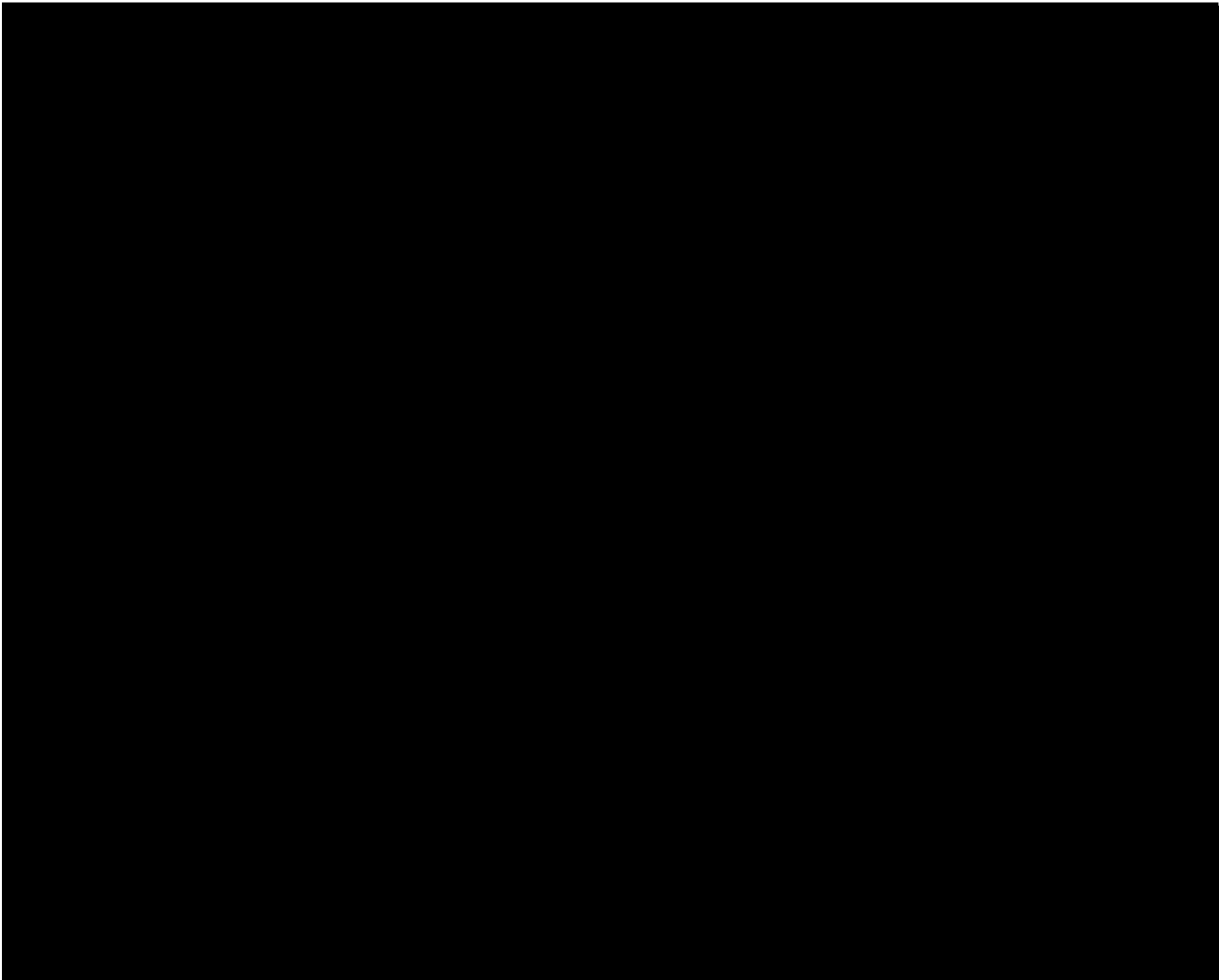
(b) "Acquired Assets" shall mean all Intellectual Property Rights, Assigned Contracts, goodwill, and all files and records of Seller relating to the Products, customers and vendors of the Business.

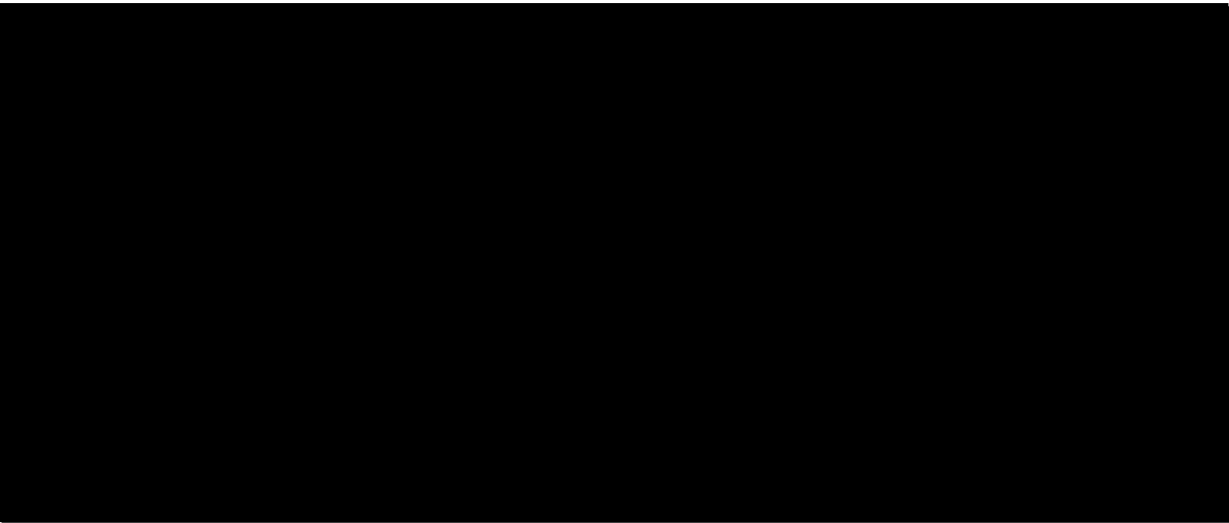
(c) "Acquired Business" shall mean the business conducted by Purchaser after the Closing using the Acquired Assets, including developing, manufacturing, marketing, distributing, and selling HYDRIVE energy drinks, powders and other consumable products, whether existing on the date of Closing or newly created after the Closing and sold under the HYDRIVE name.

[Redacted]

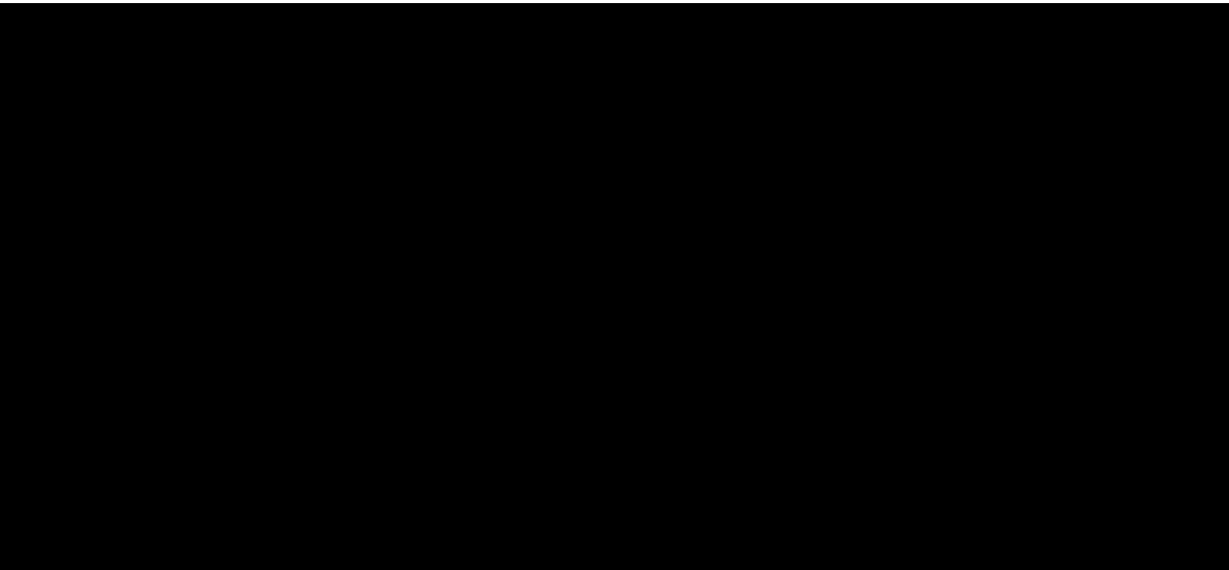


(j) "Intellectual Property Rights" shall mean the (i) Know-how, (ii) Trademarks, (iii) Trade Names, (iv) product licenses, (v) websites, (vi) and all other intellectual property rights, whether registered or not, of Seller pertaining to the Business.





(i) "Trademarks" shall mean the trademarks referred to on Schedule 5.4, registrations thereof and pending applications therefor, and any similar unregistered rights as are used in the Business.



2. Sale and Purchase

2.1 Sale and Purchase. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, convey and deliver at the Closing to Purchaser, and Purchaser shall purchase, all right, title and interest in and to the Acquired Assets, free and clear of any claim, lien or encumbrance of every kind and nature ("Lien").



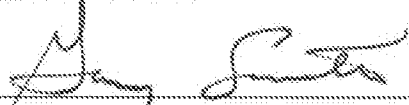
PAGES 4-17 OMITTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on and as of the day and year first above written.

HYDRIVE ENERGY LLC

By: _____
Name:
Title:

BR HYDRIVE, LLC.

By:  _____
Name:
Title:


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on and as of the day and year first above written.

HYDRIVE ENERGY LLC

By: _____

Name:

Title:


BRIAN O'BYRNE
CEO.

BR HYDRIVE, LLC.

By: _____

Name:

Title:

Signature Page to Asset Purchase Agreement

TRADEMARK
REEL: 004991 FRAME: 0725

ALL SCHEDULES OTHER THAN
SCHEDULE 5.4 OMITTED

SCHEDULE 5.4
TO
ASSET PURCHASE AGREEMENT

Intellectual Property Rights

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
[REDACTED]				
United States of America 65514-803183	BETTER ENERGY	Registered	78641816 Mar 20, 2006	3353983 Dec 11, 2007
United States of America 65514-803184	HYDRIVE	Registered	78796831 Jan 20, 2006	3331925 Nov 6, 2007
United States of America 65514-820878	HYDRIVE	Registered	85424356 Sep 15, 2011	4,215,316 Sep 25, 2012
United States of America 65514-820879	THE CAFFEINE MADE ME DO IT	Registered	85424366 Sep 16, 2011	4149424 May 29, 2012

