

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
Charles Collier		02/08/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Back9Beverages		
Street Address:	1 Old Country Road		
City:	Carle Place		
State/Country:	NEW YORK		
Postal Code:	11514		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3687446	SWING OIL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	davidhepstein@hotmail.com		
Correspondent Name:	David Epstein		
Address Line 1:	35 West 81st Street		
Address Line 4:	New York, NEW YORK 10024		
NAME OF SUBMITTER:	David H Epstein		
Signature:	/David H Epstein/		
Date:	04/16/2013		
Total Attachments: 4 source=B9B assumption fully executed#page1.tif source=B9B assumption fully executed#page2.tif source=B9B assumption fully executed#page3.tif source=B9B assumption fully executed#page4.tif			

OP \$40.00 3687446

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 28 day of February, 2013 (the "Effective Date"), by and between CHARLES DAVID COLLIER, an individual ("Assignor"), and BACK9BEVERAGES LLC ("Assignee"), a New York limited liability company.

WITNESSETH:

WHEREAS, Assignor has agreed to contribute, transfer, convey and assign to Assignee all of its right, title and interest in and to (i) the trademark set forth in Schedule I attached hereto, together with the goodwill of the business symbolized by such trademark and (ii) all other assets and liabilities of any nature held by Assignor, in each case, which relate solely to such trademark (the "Assigned Mark"); and

WHEREAS, Assignee has agreed to assume the Assigned Mark.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution of Assigned Mark.

(a) Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, the Assigned Mark, free and clear of any liens.

(b) Assignee hereby assumes and agrees to discharge and perform when due all liabilities and obligations (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due (each, a "Liability") of Assignor to the extent related to the Assigned Mark (the "Assumed Liabilities").

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee as of the date hereof as follows:

(a) Assignor has the full right, power, capacity and authority to enter into and fully perform this Agreement, and carry out each and all of the terms and conditions hereof. This Agreement is a valid and binding obligation of Assignor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). There is no contract or understanding with any other person or entity which would interfere with Assignor's performance of its obligations herein. The consent of no other person or entity is necessary for Assignor to enter into this Agreement.

(b) Assignor has good and marketable title to or valid licenses in the Assigned Mark, free and clear of any liens.

3. Authorization. The parties acknowledge and agree that (i) Assignor is hereby authorized to file any and all applications with the United States Patent and Trademark Office which are necessary to give effect to the conveyance of the Assigned Mark, and (ii) Assignee hereby grants to Assignor an irrevocable power of attorney to file such applications.

4. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflict or choice of law.

b. Counterparts; Amendment. This Agreement may be executed in one or more counterparts which in the aggregate shall comprise one Agreement. This Agreement may be changed only by a written document signed by authorized representatives of each party.

c. Binding Effect; Entire Agreement. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes any prior and contemporaneous written or oral understandings, agreements or representations in connection herewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

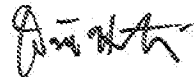
IN WITNESS WHEREOF, the parties have signed this Contribution, Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR:

By: 
CHARLES DAVID COLLIER

ASSIGNEE:

BACK9BEVERAGES LLC
a New York limited liability company

By: 
David Epstein
Member

By: 
Charles David Collier
Member

SCHEDULE 1

Assigned Mark

Swing Oil

Word Mark SWING OIL
Goods and Services IC 032. US 045 046 048. G & S: Non-alcoholic beverages in the nature of sport drinks. FIRST USE: 20090409. FIRST USE IN COMMERCE: 20090409
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78410061
Filing Date April 29, 2004
Current Basis 1A
Original Filing Basis 1B
Published for Opposition February 14, 2006
Registration Number 3687446
Registration Date September 22, 2009
Owner (REGISTRANT) Collier, Charles David INDIVIDUAL UNITED STATES 256 Brookside Road The Cottage Darien CONNECTICUT 06810
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE