

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Booster Juice Limited Partnership		08/01/2013	LIMITED PARTNERSHIP: OREGON
RECEIVING PARTY DATA			
Name:	Michael Neill		
Street Address:	2601 W. Erie Street		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Phi Nguyen Neill		
Street Address:	2450 S. Avoca Circle		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85209		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3422867	BOOSTER JUICE	
Registration Number:	2118649	BOOSTER	
Registration Number:	3508668	SONIC SOY	
CORRESPONDENCE DATA			
Fax Number:	4804254940		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4804252640		

OP \$90.00 3422867

Email: winter@sackstierney.com  
Correspondent Name: Matthew F. Winter  
Address Line 1: 4250 N. Drinkwater Blvd.,  
Address Line 2: 4th Floor  
Address Line 4: Scottsdale, ARIZONA 85251

NAME OF SUBMITTER:	Matthew F. Winter
Signature:	/Matthew F. Winter/
Date:	08/21/2013

Total Attachments: 3  
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## TRADEMARK TRANSFER AGREEMENT

This TRADEMARK TRANSFER AGREEMENT ("Agreement"), dated August 1, 2013, is entered into by and between (i) MICHAEL NEILL and PHI NGUYEN NEILL (collectively, "Transferee"), on the one hand; and (ii) BOOSTER JUICE LIMITED PARTNERSHIP, an Oregon limited partnership ("Transferor"), on the other hand. Transferee and Transferor sometimes are referred to hereinafter collectively as the "Parties" or each individually as a "Party".

### RECITALS

WHEREAS, Transferee and Transferor, among others, entered into that certain Confidential Agreement Regarding Complete Satisfaction of Arbitration Award dated effective August 1, 2013 (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, and for good and valuable consideration contained therein, Transferor agreed to transfer certain trademarks to Transferee;

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

### AGREEMENT

1. The above RECITALS are true and correct and are incorporated by reference into this Agreement.
2. Transferee hereby transfers to Transferor all rights of ownership to the following:
  - A. The Booster Juice trademark and design embodied in U.S. Trademark Registration No. 3422867;
  - B. The Booster trademark embodied in U.S. Trademark Registration No. 2118649; and
  - C. The Sonic Soy trademark embodied in U.S. Trademark Registration No. 3508668.
3. Transferor allows the registration of this Agreement as proof of legal transfer in the U.S. Patent and Trademark office and trademark registry, to be executed by Transferee at Transferee's own expense.
4. This contract is for the benefit of the Parties and their legal successors and assignees.
5. The Parties hereto acknowledge and agree that:

A. This Agreement, including the Exhibits hereto, contains the entire agreement and understanding between the Parties concerning the Final Award and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral;

B. There have been no inducements or representations upon which this Agreement has been entered into except as set forth in this Agreement; and

C. No term of this Agreement may be modified, amended or cancelled except by written agreement signed by each of the Parties.

6. If any provision of this Agreement or the application thereof is invalid, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared to be severable.

7. This Agreement may be executed in counterparts which, when executed by all Parties hereto, shall, taken together, constitute this Agreement. Facsimile or scanned and electronically transmitted signatures shall be binding.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Trademark Transfer Agreement as of the date set forth above.

**BOOSTER JUICE LIMITED PARTNERSHIP**

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

Its: \_\_\_\_\_

Dated: July 29, 2013

\_\_\_\_\_  
**MICHAEL NEILL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**PHI NGUYEN NEILL**

Dated: \_\_\_\_\_

A. This Agreement, including the Exhibits hereto, contains the entire agreement and understanding between the Parties concerning the Final Award and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral;

B. There have been no inducements or representations upon which this Agreement has been entered into except as set forth in this Agreement; and

C. No term of this Agreement may be modified, amended or cancelled except by written agreement signed by each of the Parties.

6. If any provision of this Agreement or the application thereof is invalid, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared to be severable.

7. This Agreement may be executed in counterparts which, when executed by all Parties hereto, shall, taken together, constitute this Agreement. Facsimile or scanned and electronically transmitted signatures shall be binding.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Trademark Transfer Agreement as of the date set forth above.

**BOOSTER JUICE LIMITED PARTNERSHIP**

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

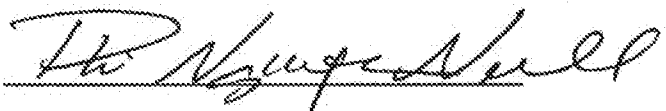
Its: \_\_\_\_\_

Dated: \_\_\_\_\_



**MICHAEL NEILL**

Dated: 7-31-13



**PHI NGUYEN NEILL**

Dated: 7-31-13