

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|----------------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kerns Beverages, LLC | | 09/26/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comercializadora Eloro S.A. | | |
| Street Address: | Km. 12 1/2 Antigua Carretera a Pachuca | | |
| City: | Xalostoc | | |
| State/Country: | MEXICO | | |
| Postal Code: | 55340 | | |
| Entity Type: | Sociedad Anonima: MEXICO | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3471048 | KERN'S | |
| Registration Number: | 0892137 | KERN'S | |
| Registration Number: | 3499934 | KERN'S | |
| Registration Number: | 1407838 | KERN'S | |
| Serial Number: | 78240457 | NECTARCITOS KERNS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2136270705 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 213.683.5698 | | |
| Email: | MinetteTayco@paulhastings.com | | |
| Correspondent Name: | Minette M. Tayco, c/o Paul Hastings LLP | | |
| Address Line 1: | 515 S. Flower Street, 25th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| ATTORNEY DOCKET NUMBER: | TROPITONE(90830.00001):TR | | |

CH \$140.00 3471048

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Minette M. Tayco |
| Signature: | /Minette M. Tayco/ |
| Date: | 09/27/2013 |

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of September 26, 2013 by and between Comercializadora Eloro S.A., a Sociedad Anónima organized under the laws of Mexico having a principal place of business at Km. 12 ½ Antigua Carretera a Pachuca, Xalostoc Estado de Mexico 55340 ("*Assignee*") and Kerns Beverages, LLC, a Delaware limited liability company having a principal place of business at 4002 Westminster Avenue, Santa Ana, California 92703 ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on September 26, 2013 (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. GENERAL.

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature Page Follows]

A handwritten signature in black ink, appearing to be 'MS' followed by a stylized flourish.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

COMERCIALIZADORA ELORO S.A.,
a Sociedad Anónima organized under the laws of
Mexico

By: 

Name: MANUEL VICENTE MARTINEZ LOPEZ

Title: CEO

“Assignor”

KERNS BEVERAGES, LLC,
a Delaware limited liability company

By: 

Name: John C. Noewick

Title: CFO

SCHEDULE A

MARKS

| | | | | | |
|-----------------------------|---------------|--|--------------------------------|-------------------|-----------------------|
| US Trademark | KERN'S | KERN'S | KERN'S | KERN'S | NECTARCITOS KERN'S |
| Registration No. | 3471048 | 0892137 | 3499934 | 1407838 | |
| Date of registration | July 22, 2008 | June 02, 1970 | September 9, 2008 | September 2, 1986 | |
| Serial Number | 77317018 | 72317575 | 77280261 | 73541576 | 78240457 |
| Classes | IC 030 | IC 046 | IC 032 | IC 29, 30, 32 | IC 32 |
| Goods | Iced tea | Fruit nectar and fruit juices [tomato purée, tomato sauce, crushed tomatoes and frozen fruits] | Tomato and Clam Juice Cocktail | Cancelled | Cancelled |

| | | | |
|--------------------------|--------|----------------------|-----------------------|
| Mexican Trademark | KERN'S | KERN'S | KERN'S LIGHT & DESIGN |
| Registration No. | 75,203 | 75,204 | 611349 |
| Int. Classes | 30, 32 | 2, 5, 29, 30, 31, 32 | 32 (Expired) |

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|----------------------------|-----------|
| Brazilian Trademark | KERN'S |
| Registration No. | 819064572 |
| Status | Lapsed |

Handwritten signature and initials:
A
M
JH