

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
Lifeforce Labs, LLC		04/10/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Caribbout Export, Corp		
Street Address:	State Road 174, Lote 107 Minillas		
Internal Address:	Industrial Park		
City:	Bayamon		
State/Country:	PUERTO RICO		
Postal Code:	00959		
Entity Type:	CORPORATION: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78502031	SUNBOLT	
CORRESPONDENCE DATA			
Fax Number:	7877667001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7877667000		
Email:	trademarksca@ferraiuoli.com		
Correspondent Name:	Cristina Arenas-Solis		
Address Line 1:	221 Ponce de Leon Avenue		
Address Line 2:	5th Floor		
Address Line 4:	San Juan, PUERTO RICO 00917		
ATTORNEY DOCKET NUMBER:	332.158		
NAME OF SUBMITTER:	Cristina Arenas-Solis		

OP \$40.00 78502031

Signature:	/Cristina Arenas Solis/
Date:	12/05/2013
Total Attachments: 16 source=Form of Trademark Assignment#page1.tif source=Form of Trademark Assignment#page2.tif source=Form of Trademark Assignment#page3.tif source=Form of Trademark Assignment#page4.tif source=Form of Trademark Assignment#page5.tif source=Form of Trademark Assignment#page6.tif source=Form of Trademark Assignment#page7.tif source=Form of Trademark Assignment#page8.tif source=Form of Trademark Assignment#page9.tif source=Form of Trademark Assignment#page10.tif source=Form of Trademark Assignment#page11.tif source=Form of Trademark Assignment#page12.tif source=Form of Trademark Assignment#page13.tif source=Form of Trademark Assignment#page14.tif source=Form of Trademark Assignment#page15.tif source=Form of Trademark Assignment#page16.tif	

Form of Trademark Assignment

This TRADEMARK ASSIGNMENT is dated as of April 10, 2013 by and between Lifeforce Labs, LLC, a limited liability company organized and existing under the laws of the State of Florida ("**Assignor**"), and Caribbout Export, Corp. ("**CEC**"), a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("**Assignee**").

Assignor owns the Trademark (including any and all trademark registrations and/or applications set forth on Schedule I attached hereto (the "**Trademark**"). Pursuant to the Asset Purchase Agreement between Assignor and Assignee dated as of the date hereof (capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), Assignor sold, transferred, conveyed, and assigned to Assignee all of Assignor's right, title, and interest in, to, and under the Trademark (the "**Assignment of Trademark**"). Assignor and Assignee want to confirm the Assignment of Trademark for purposes of filing the same with the United States Patent and Trademark Office (the "**PTO**") and any other government or related entity in other countries. The Parties therefore agree as follows.

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in, to, and under the following:

- a. the Trademark;
- b. the goodwill associated with the Trademark; and
- c. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Trademark.

2. Assignor hereby authorizes and requests the PTO or other international entities to issue the certificate of registration in respect of the Trademark Application to Assignee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as

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fully and entirely as the same would have been held by Assignor had this assignment not been made.

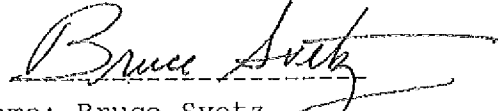
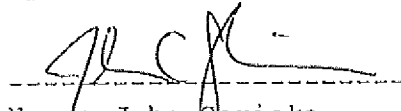
3. This Trademark Assignment may be executed in counterparts, which counterparts, when taken together, shall constitute a valid and binding assignment.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

LIFEFORCE LABS, LLC

By: /s/ John Serieka

By: /s/ Bruce Svetz

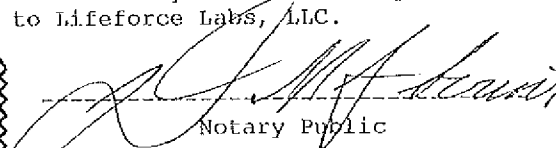
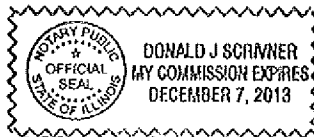


Name: John Serieka
Title: Manager

Name: Bruce Svetz
Title: Manager

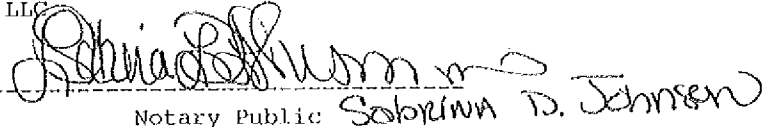
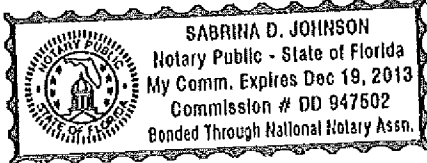
Aff: _____

On this 10th day of April, 2013, before me personally came John Serieka to me known to be the person who signed the foregoing instrument and who, being duly sworn by me, depose and state that he is one of two Managing Members of LifeForce Labs, LLC; he signed the instrument in the name of LifeForce Labs, LLC, and he had the full authority and power to sign the instrument on behalf of LifeForce Labs, LLC, as per a Written Consent by Members owning ninety nine percent of the Membership Units to LifeForce Labs, LLC.


Notary Public

Aff: _____

On this 10th day of April, 2013, before me personally came Bruce Svetz to me known to be the person who signed the foregoing instrument and who, being duly sworn by me, depose and state that he is one of two Managing Members of LifeForce Labs, LLC; he signed the instrument in the name of LifeForce Labs, LLC, and he had the full authority and power to sign the instrument on behalf of LifeForce Labs, LLC, as per a Written Consent by Members owning ninety nine percent of the Membership Units to LifeForce Labs, LLC.


Notary Public Sabrina D. Johnson

SCHEDULE I

TRADEMARK REGISTRATIONS AND/OR APPLICATIONS

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Trademark	Country	Registration (Appl.) Number
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SUNBOLT	United States	3319626
SUNBOLT	Canada	710267
SUNBOLT	International	860721
SUNBOLT	Mexico	931576

BS 905

ASSET PURCHASE AGREEMENT

between

LIFEFORCE LABS, LLC

and

CARIBBOUT EXPORT, CORP

April 10, 2013

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 10th day of April, 2013 by and between:

Lifeforce Labs, LLC, a limited liability company organized and existing under the laws of the State of Florida, with its offices at 1547 Farrindon Circle, Lake Mary, FL 32746 ("LIFEFORCE"); and

Caribbout Export, Corp., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with its offices at State Road 174, Lote 107 Minillas Industrial Park, Bayamón, PR 00959("CEC").

PREAMBLE

WHEREAS, LIFEFORCE owns the SUNBOLT trademark and registration therefor in the United States Patent and Trademark Office and other jurisdictions utilized in the bottling, distribution and/or sale of SUNBOLT and is thus, the proprietor and beneficial owner of such Trademark (as defined below) throughout the United States of America, and other jurisdictions, as further described in Article 1.1 of this Agreement; and

WHEREAS, LIFEFORCE has agreed with CEC that, for the consideration hereinafter appearing, and subject always to the terms and conditions hereof, LIFEFORCE shall sell, transfer and assign to CEC and CEC shall purchase and acquire from LIFEFORCE all of LIFEFORCE's rights, title and interest in, relating to, and under the Acquired Assets (as hereinafter defined) throughout the Territory (as defined below).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements described herein, the parties to this Agreement (the "Parties") agree as follows:

Chapter 1

Sale, Transfer and Conveyance of Assets

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Article 1. Based on and subject to the terms and conditions set forth in this Agreement and for the consideration set forth in Article 2 below, LIFEFORCE hereby sells, transfers, conveys, assigns and delivers to CEC, and CEC hereby agrees to purchase and acquire from LIFEFORCE, the following assets of LIFEFORCE (collectively, the "Acquired Assets"):

1.1 Trademark. All the property, right, title and interest in, to and under the Trademark and registration therefor in the United States Patent and Trademark Office ("USPTO"), Reg. No. 3319626 (Serial Number 78502031), registered on October 23, 2007, including any and all common law rights corresponding thereto; any and all State registrations; all the property, right, title and interest in, to and under the Trademark and registration therefore in (i) Canada, Reg. No. 710,267, (ii) Mexico, Reg. No. 931,576, and (iii) the European Community, Reg. No. 860,721; and, to the extent that LIFEFORCE possesses rights therein, all title, right and interest in and to the SUNBOLT trademark in the rest of the world (collectively, the "Territory"); together with the goodwill of the business associated with all of the foregoing and relating to the goods and services in respect of which the Trademark is used; and any and all rights corresponding thereto (collectively, the "Trademark"). The Trademark shall also include:

(i) All the full benefit of the Trademark and any and all other trademark applications in any State within the United States of America including but not limited to those set forth in Schedule I hereto (the "Trademark Applications") including all of the rights LIFEFORCE may have at common law to the intent that upon such Trademark Applications being in order for registration, this Agreement shall operate to vest the same in CEC as registered proprietor absolutely together with the benefit of any use of the Trademark Applications prior to registration, and

(ii) All rights, both at law and in equity, to maintain and enforce any rights subsisting in the Trademark and Trademark Applications, including but not being limited to commencing and maintaining legal proceedings for passing off or infringement of Trademark or any such similar proceedings in respect of the Trademark and the Trademark Applications.

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1.2 Intellectual Property. Other trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, domain names (including but not limited to www.drinksunbolt.com), copyrights and copyright rights, trade dress, business and product names, logos, and slogans, (collectively, the "**Intellectual Property**") relating to products bearing the SUNBOLT brand name (the "Trademark Products") sold in the Territory.

Article 2. The Parties acknowledge that the formula to manufacture SUNBOLT beverages in the Territory is expressly excluded from the Acquired Assets and is thus not being transferred under the terms of this Agreement. The Parties also acknowledge that CEC does not assume any liabilities of LIFEFORCE related or not to the Trademark or any of the Acquired Assets and thus no liabilities are transferred or assumed under the terms of this Agreement.

Chapter 2

Consideration; Payment; Recordation of Transfer

Article 3. The consideration (the "**Consideration**") to be paid by CEC to LIFEFORCE for the conveyance, transfer, assignment and delivery of the Acquired Assets by LIFEFORCE to CEC shall be two hundred thousand dollars (US \$200,000.00). The Consideration shall be paid to LIFEFORCE as of the Closing Date.

Article 4. To effect the assignment of the Trademark, LIFEFORCE has executed and notarized the Trademark Assignment (the "**Assignment**"), substantially in the form attached hereto as Appendix A.

Article 5. The closing of the transactions contemplated herein (the "**Closing**") shall take place on the date hereof. The date of the Closing shall be referred to herein as the "**Closing Date**". Subject to all conditions set forth in this Agreement having been met to the entire satisfaction of CEC, CEC shall deliver to LIFEFORCE the Consideration, pursuant to Article 3.

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Chapter 3

Representations and Warranties

Article 6. LIFEFORCE represents and warrants to CEC that, as of the Closing Date:

6.1 It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. It has the full legal right, power and authority required to enter into this Agreement and to perform fully its obligations hereunder and consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the performance of its obligations hereunder have been duly and validly authorized, executed and delivered by all necessary corporate action of LIFEFORCE, and constitutes the valid and binding obligations of such limited liability company enforceable against it in accordance with the terms of this Agreement. LIFEFORCE is free to enter into this Agreement and this Agreement does not violate the terms of any agreement it may have with any third party; further, LIFEFORCE is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects its obligations herein.

6.2 It has full right and interest; full, good and marketable title; and is the sole legal and beneficial owner of the Acquired Assets, free and clear of any third party interests, claims, liens or other encumbrances or other rights or restrictions whatsoever.

6.3 No license, assignment or legal or equitable charge has been granted or made and is still in effect as of the date hereof in respect of the Acquired Assets or any interest therein, and should it at any future date discover any such license agreement, it undertakes to terminate such agreement or agreements immediately and to disclose the same in writing to CEC immediately; provided always that all costs and expenses, including attorneys' fees, incurred by LIFEFORCE in connection with such termination shall be borne by LIFEFORCE and not by CEC.

6.4 The Acquired Assets do not and will not, when owned or used by CEC, infringe upon any copyright,

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trademark or any other intellectual property rights of any third party, and there are no third party rights that would hinder CEC's use of the Acquired Assets and there will be no such third party rights when the Acquired Assets are owned or used by CEC.

6.5 The ownership and use of the Acquired Assets by CEC do not and will not violate any relevant laws, regulations and rules.

6.6 All appropriate and necessary consents, approvals and authorizations in connection with the transfer of ownership and use by CEC of the Acquired Assets have been obtained and are in full force and effect.

6.7 Schedule I contains a complete and accurate list of all the States and/or countries in which it has filed or made applications for the registration of the Trademark.

6.8 It has the right of proprietorship in the Acquired Assets, and that up to the date hereof there has not been any claim which has been made which may affect the Acquired Assets, nor has it charged or encumbered the same in any way, and should it at any further date discover any such charge or encumbrance, it undertakes to disclose the same in writing to CEC immediately and to terminate or discharge such charge or encumbrance immediately; provided always that all costs and expenses, including attorneys' fees, incurred by LIFEFORCE in connection with such termination shall be borne by it and not by CEC.

6.9 It shall not at any time hereafter use any of the Acquired Assets or any other mark so resembling any of the Trademark as to be likely to deceive or cause confusion.

6.10 Pending any recordation and/or registration of CEC as proprietor of the Trademark Applications, LIFEFORCE will lend its name to any proceedings for infringement or passing off or other analogous actions which CEC may bring against any person wrongfully using of the Trademark or any of the Acquired Assets in any of the countries or territories mentioned in Schedule I hereto or in the Territory.

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6.11 There are no notices, actions, litigations, cease and desist letters, proceedings, letters alleging infringement, letters threatening lawsuits, lawsuits, claims, complaints, disputes, arbitrations or investigations (collectively, "**Disputes**") pending or threatened, at law, in equity, in arbitration or before any Puerto Rico or federal governmental authority or international authority related to any of the Acquired Assets. No order has been issued by any court or other governmental authority against LIFEFORCE related to any of the Acquired Assets purporting to enjoin or restrain the execution, delivery or performance of this Agreement. Also, there is no opposition, cancellation or concurrent use proceedings regarding the Trademark or any of the Acquired Assets.

6.12 It has not done any act or failed to do any act, and to the best of its knowledge and belief after due inquiry, no event has occurred, whereby the Trademark or the Trademark Applications or any of the Acquired Assets may have been or may be declared void or invalidated.

6.13 There is no current unsold inventory in the market of SUNBOLT product.

6.14 The following ten Members own a 99% of the Membership Units of LIFEFORCE and executed written consents authorizing the Closing and the execution of this Agreement: John Serieka, Bruce Svetz, Wayne Svetz, Robert Hennis, Doug Tygielski, David Chauvin, Joseph Svetz, José E. Colón, Cynthia Richard and Bruce Schickora. Mark Chipperfield owns a 1% of the Membership Units of LIFEFORCE and, per LIFEFORCE'S Operating Agreement, his authorization is not required for the completion of the Closing or the validity of this Agreement.

6.15 The following are the only Managers of LIFEFORCE: John Serieka and Bruce Svetz.

Article 7. CEC represents and warrants to LIFEFORCE that:

7.1 It is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Puerto Rico.

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7.2 It has the full legal right, power and authority required to enter into this Agreement and to perform fully its obligations hereunder. This Agreement has been duly authorized, executed and delivered by it, and constitutes the valid and binding obligations of such corporation enforceable against it in accordance with the terms of this Agreement.

Chapter 4

Miscellaneous

Article 8. LIFEFORCE hereby agrees to take all actions and to sign and execute any documents, forms or authorization in form or forms to be specified by CEC that may be reasonably required for procuring the registration, assignment, and absolute vesting of all right, title and interest in the Acquired Assets, recording or registering the transfer of rights in or to, or which may arise in respect of any of the Acquired Assets hereby assigned. If LIFEFORCE defaults in signing and/or executing the same, LIFEFORCE hereby appoints CEC or its nominee as the true and lawful attorney of LIFEFORCE solely for this purpose, which appointment is irrevocable and coupled with an interest.

Article 9. The Parties agree to keep the existence and terms of this Agreement in strictest confidence and shall not disclose the fact of the existence of or the terms of this Agreement to any third party.

Article 10. Notices or other communications required to be given by any Party pursuant to this Agreement shall be delivered in person or sent in letter form by registered mail or international courier service, in either case postage prepaid, or by facsimile or similar telecommunications equipment to the address of the other Party set forth below or to such other addresses as may from time to time be designated by the other Party through notification to such Party. Any such notice shall be deemed given when so delivered personally or, if sent by registered mail, ten (10) days after the date of deposit in the mails or, if sent by international courier service, three (3) days after the date of deposit with the courier service or, if delivered by facsimile or similar telecommunications equipment, at the time of receipt thereof.

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LIFEFORCE: Lifeforce Labs, LLC
PO Box 953487
Lake Mary, FL 32795
Attention: John Serieka
Facsimile No.: (320)210-7183

CEC: Caribbout Export, Corp.
State Road 174, Lote 107 Minillas
Industrial Park, Bayamón, PR 00959
Attention: Alberto Rivera
Facsimile No.: (787) 288-8957

With Copy To:

Fernando J. Rovira-Rullán, Esq.
Ferraiuoli LLC
221 Ponce De León Avenue, Suite 403
San Juan, Puerto Rico 00917

Article 11. This Agreement may be executed in counterparts, which counterparts, when taken together, shall constitute a valid and binding agreement.

Article 12. The execution, validity, interpretation and performance of, or the resolution of disputes under this Agreement shall be governed by the laws of the Commonwealth of Puerto Rico, without regard to its principles of conflicts of law.

Article 13. All representations, warranties and obligations in this Agreement shall survive the Closing.

Article 14. LIFEFORCE hereby agrees to defend, indemnify and hold CEC harmless from and against any and all losses, liabilities, claims, damages, expenses (including any reasonable experts', consultants' and attorneys' fees), lost profits, fines, costs and legal fees, disbursements and diminution of value, whether or not involving a third-party claim, arising directly or indirectly, out of or attributable, in whole or in part, to any breach of any representation, warranty or obligation of LIFEFORCE in or under this Agreement or in any Schedule, Exhibit or any other certificate or document delivered pursuant to this Agreement. The remedies provided in this Article shall not be exclusive or limit any other remedies that may be available to CEC.



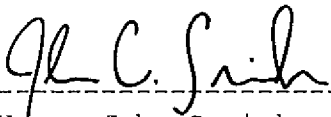
IN WITNESS WHEREOF, the Parties will have called this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

LIFEFORCE LABS, LLC

CARIBBOUT EXPORT, CORP.

By: /s/ John Serieka

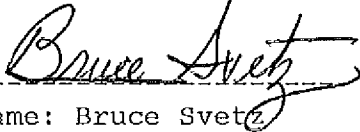
By: /s/ Omar A. Ginorio



Name: John Serieka
Title: Manager

Name: Omar A. Ginorio
Title: Finance Director

By: /s/ Bruce Svetz



Name: Bruce Svetz
Title: Manager

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Appendix A

Form of Trademark Assignment

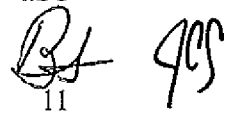
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- a. the Trademark;
- b. the goodwill associated with the Trademark; and
- c. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Trademark.

2. Assignor hereby authorizes and requests the PTO or other international entities to issue the certificate of registration in respect of the Trademark Application to Assignee for its sole use, and for the use


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of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. This Trademark Assignment may be executed in counterparts, which counterparts, when taken together, shall constitute a valid and binding assignment.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

LIFEFORCE LABS, LLC

By: /s/ John Serieka

By: /s/ Bruce Svetz

Name: John Serieka
Title: Manager

Name: Bruce Svetz
Title: Manager

Aff: _____

On this ____ day of April, 2013, before me personally came John Serieka to me known to be the person who signed the foregoing instrument and who, being duly sworn by me, depose and state that he is one of two Managing Members of Lifeforce Labs, LLC; he signed the instrument in the name of Lifeforce Labs, LLC, and he had the full authority and power to sign the instrument on behalf of Lifeforce Labs, LLC, as per a Written Consent by Members owning ninety nine percent of the Membership Units to Lifeforce Labs, LLC.

Notary Public

Aff: _____

On this ____ day of April, 2013, before me personally came Bruce Svetz to me known to be the person who signed the foregoing instrument and who, being duly sworn by me, depose and state that he is one of two Managing Members of Lifeforce Labs, LLC; he signed the instrument in the name of Lifeforce Labs, LLC, and he had the full authority and power to sign the instrument on behalf of Lifeforce Labs, LLC, as per a Written Consent by Members owning ninety nine percent of the Membership Units to Lifeforce Labs, LLC.

Notary Public

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SCHEDULE I

TRADEMARK REGISTRATIONS AND/OR APPLICATIONS

Trademark	Country	Registration (Appl.) Number
SUNBOLT	United States	3319626
SUNBOLT	Canada	710267
SUNBOLT	International	860721
SUNBOLT	Mexico	931576

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