

## 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
	heavy water international		09/04/2010	CORPORATION:
	heavy water international		09/04/2010	CORPORATION: NORWAY
RECEIVING PARTY DATA				
Name:	heavy water energy drink & Sean Shahparast			
Also Known As:	heavy water energy			
Street Address:	5301 goldsboro rfd			
City:	bethesda			
State/Country:	MARYLAND			
Postal Code:	20817			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85366954	HEAVY WATER	
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:	sean.dorchestertrgroup@gmail.com			
Correspondent Name:	sean shahparast			
Address Line 1:	5301 goldsboro rd			
Address Line 4:	bethesda, MARYLAND 20817			
NAME OF SUBMITTER:	sean shahparast			
Signature:	/sean shahparast/			
Date:	11/26/2013			

OP \$40.00 85366954

Total Attachments: 4

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## MEMORANDUM OF UNDERSTANDING

The undersigned party Sean Shahparast (SEAN) and Geir A. Ringdal (GAR) have today 3<sup>rd</sup> September 2010 agreed to form a new company to produce and sell beverage products, energy drink, Water and any other related beverage products Globally (world wide). Although GAR is owner and major share holder in Heavy Water International (HWI), it is understood that Heavy Water Energy drink has nothing to do with HWI that owns produce and marketing Heavy Water Vodka Globally.

The name of the company agreed to be Heavy Water Energy Drink AKA HW energy/D2O energy. The company will be registered in State of Delaware in USA with principal office in Bethesda/Laurel Maryland

The total cost of investment or all other expenses to operate the LLC will be shared 50/50. Each member owns 50% of the LLC.

Each member can bring in other investors on their side, but same to be informed in advance to the other member. It is understood that GAR will offer shareholding to the major shareholders of Heavy Water International.

It's agreed between both members that they will work to capitalize the company in due course.

In view HWI is the brand owner of the trademark Heavy Water, it is agreed that in the event the Heavy water energy drink is sold entirely to the third party the new company will pay 2% royalty from the total sales price to HWI, as compensation for using the trademark. GAR or any other existing shareholders holding shares in both companies, will share their profit from that portion of the sale given to HWI 50/50 with Sean.

Good Faith Negotiation to resolve dispute:

Before either parties resort to litigation to solve any dispute, the parties agree to schedule a mandatory meeting at a mutually agreeable location which meeting will be attended by the contract members or at least one senior member from each party. At that meeting, each side will present its dispute and the contract member and/or senior managers will enter into a good faith negotiation in an attempt to resolve the dispute.

Proper Law

The rights and obligations of the parties in this Agreement shall be governed by the terms of this contract and the United State of America Law in Delaware, USA.

Bethesda/Laurel Maryland 3<sup>rd</sup> September 2010

.....  
Sean Shahparast

.....  
Geir A. Ringdal

sep-4-2010

TRADEMARK

REEL: 005168 FRAME: 0893

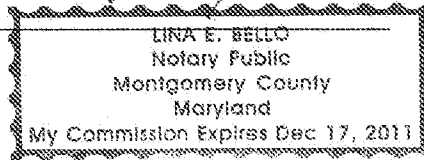
STATE OF Maryland COUNTY OF Montgomery

I HEREBY CERTIFY THAT ON THIS 4<sup>th</sup> day of September 2010  
before me the subscriber, a Notary Public of the County and State aforesaid. Personally  
appeared Sean Shahparast known to me or satisfactory proven to be the person whose  
name is subscribed to the within the instrument and acknowledge that he execute same as  
Managing member of Dorchester General trading Group USA,LTD and individually for  
the purposes therein contained.

IN WITNESS WHEREOF: I Hereunto set my hand and official seal

*Lina E. Bello*

Notary Public



My Commission Expires \_\_\_\_\_

## ADDENDUM TO MEMORANUM UNDERSTANDING

Heavy Water International (HWI) has registered the Heavy Water trademark as well as the logo in certain countries around the world and is thereby the owner of the registered trademark in those countries. It's thereby agreed that in the event Heavy Water Energy Drink also known andr egistered as HW Energy or D2O Energy is sold/transferred to a third party entirely or to a new entity, all parties agreed that the new buyer of Heavy Water Energy (HWE) drink has the right to use and will have the ownership of the Heavy Water Logo for the category "energy drink" only.

HWI will transfer all the ownership rights ,interests for the trademark- rights and Logo in those countries where HWI has already registered the trademark for class 32 and energy drink to Heavy Water Energy DrinkLLC /Heavy water Energy LLC, HW Energy/D2O Energy. Any cost, if required by law, involved in transferring the trademarks right and Logo to HWE to be paid by HWE.

If Heavy Water Energy LLC wants to register any other products in the class 32 worldwide, HWI have no objection to this and will not oppose such applications.

If HWI wants to register other products in class 33 worldwide then HW Energy have no objection to this and will not oppose such applications.

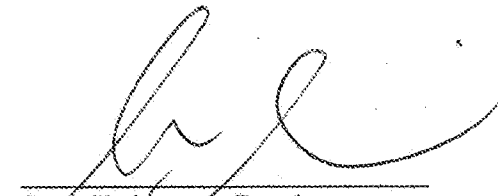
It is agreed, that as long as Sean and Geir remain as shareholders in the company, both companies will give each other the first right of refusal to participate in any new products to be launched under the Heavy Water Logo.

It is also agreed that upon sale or transfer of ownership for Energy drink ,the buyer/ new company shall have no interest in any other products produced or sold under the Heavy Water LOGO. Any other use of Logo or trade name with new company must be with prior consent of HWI (Heavy Water Vodka) and HWE (Heavy Water Energy Drink) and with agreed royalty fees.

It is understood that Sean Will offer shareholding to the major Share holder of Dorchester General Trading Group.



It Is understood That Sean Shahprast for Dorchester General Trading Group And Geir A. Ringdal for Heavy Water International AS have the full power/authority to execute any and all documents/agreements or make any decisions concerning the operation or all transaction related to Heavy water Energy drink on behalf of the shareholder of HWI and Dorchester General Group.



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Sean Shahprast Dorchester  
CEO  
Sept 5-10



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Geir A. Ringdal HWI  
Chairman