

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											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Wayne Hunter</td> <td></td> <td>12/01/2013</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Wayne Hunter		12/01/2013	INDIVIDUAL: UNITED STATES
Name	Formerly	Execution Date	Entity Type								
Wayne Hunter		12/01/2013	INDIVIDUAL: UNITED STATES								
RECEIVING PARTY DATA											
Name:	Potionwerks, Inc.										
Street Address:	299 Park Avenue										
Internal Address:	6th Floor										
City:	New York										
State/Country:	NEW YORK										
Postal Code:	10171										
Entity Type:	CORPORATION: NEW YORK										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85681986</td> <td>MOXY</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85681986	MOXY		
Property Type	Number	Word Mark									
Serial Number:	85681986	MOXY									
CORRESPONDENCE DATA											
Fax Number:	2129608974										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Phone:	2129608551										
Email:	wh@apacheinterests.com										
Correspondent Name:	Potionwerks, Inc.										
Address Line 1:	299 Park Avenue										
Address Line 2:	6th Floor										
Address Line 4:	New York, NEW YORK 10171										
NAME OF SUBMITTER:	Wayne Hunter										
Signature:	/Wayne Hunter/										
Date:	12/18/2013										
Total Attachments: 3 source=MOXY Trademark Assignment#page1.tif source=MOXY Trademark Assignment#page2.tif source=MOXY Trademark Assignment#page3.tif											

OP \$40.00 85681986

December 18, 2013

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Wayne Hunter, a U.S. Person ("Assignor") and Potionwerks, Inc., a New York Corporation ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: MOXY, U.S. Registered Trademark #85681986 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1,000, payable on December 18, 2013.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as

may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

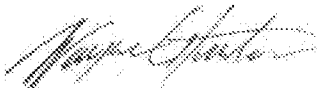
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws State of New York.

Date: December 18, 2013

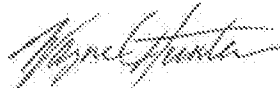
ASSIGNEE



Wayne Hunter

Individually

ASSIGNOR



Wayne Hunter

President, Potionwerks, Inc.

TRADEMARK

REEL: 005179 FRAME: 0600

December 18, 2013

**NOTARIZATION FORM**

State of New York

County of New York

On December 18, 2013 before me, Lauren Lopez, notary, personally appeared Wayne Hunter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary

LAUREN LOPEZ  
Notary Public - State of New York  
No. 01LO6245398  
Qualified in Westchester County  
My Commission Expires July 18, 2015