

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABF BEVERAGE LLC		11/07/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	LIQUID LIGHTNING, LLC		
Street Address:	223 WANAQUE AVE		
City:	Pompton Lakes		
State/Country:	NEW JERSEY		
Postal Code:	07442		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0341960		
CORRESPONDENCE DATA			
Fax Number:	9088106631		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9089642485		
Email:	rromanaux@olenderfeldman.com		
Correspondent Name:	Kurt D. Olender		
Address Line 1:	422 Morris Ave		
Address Line 4:	Summit, NEW JERSEY 07901		
ATTORNEY DOCKET NUMBER:	H2M		
NAME OF SUBMITTER:	Kurt D. Olender		
SIGNATURE:	/Kurt D. Olender/		
DATE SIGNED:	11/18/2014		
Total Attachments: 3			
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OP \$40.00 0341960

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is made as of November 7, 2014 by and between the ABF Beverage LLC (the "Assignor") and Liquid Lightning, LLC. (the "Company").

WHEREAS, Assignor desires to assign its rights to the trademark set forth on Schedule A, attached hereto, (the "Trademark") to the Company and the Company desires to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Trademark Rights.** Through this instrument, the Assignor hereby conveys, transfers, assigns and delivers to the Company and the Company accepts all right, title and interest of the Assignor in and to (i) the trademark set forth in Schedule A, attached hereto, ("Trademark") (ii) the registration thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.
2. **Further Assurances.** The parties shall do all further acts and things and execute all further documents reasonably required in the circumstances to effect the provisions and intent of this agreement.
3. **Entire Agreement.** This agreement, along with the Redemption Agreement, is the complete and exclusive statement of agreement between the parties relating to the subject-matter of this agreement and supersedes all proposals, written or oral, and all other communications between the parties relating to the subject-matter of this agreement.
4. **Binding Effect.** This Assignment is binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Assignor, and its successors and assigns. This Assignment supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. This Assignment constitutes the complete understanding among the parties, and no alteration or modification of any this Assignment's provisions will be valid unless made in a written instrument which all the parties sign.
5. **Applicable Law.** The laws of the State of New Jersey shall govern all aspects of this Assignment, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

IN WITNESS WHEREOF, Assignor and the Company caused this Assignment to be duly executed as of the date first written above.

ABE BEVERAGE, LLC

By: 

Name: Daniel Edmunds

Title: CEO

LIQUID LIGHTS, INC. LLC

By: 

Name: Robert F. Hall

Title: Chief Financial Officer

Schedule A

Intellectual Property

HERBAL MIST – REGISTRATION NO. 341960