

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
Global Beverage Enterprises, Inc.		07/24/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Kool Cow, LLC		
Street Address:	P.O. Box 643717		
City:	Vero Beach		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78878128	KOOL COW SPARKLING DRINK MOO	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-462-7260		
Email:	lisa.shebar@kattenlaw.com		
Correspondent Name:	Lisa K. Shebar		
Address Line 1:	110 N. Gables Blvd.		
Address Line 4:	Wheaton, ILLINOIS 60187		
NAME OF SUBMITTER:	Lisa K. Shebar		
Signature:	/Lisa K. Shebar/		
Date:	07/31/2006		

OP \$40.00 78878128

Total Attachments: 4
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ASSIGNMENT

This Assignment is made this 24th day of July, 2006, by and between **JEFFREY KAPLAN** individually, a Florida resident (hereinafter "Kaplan"), and **GLOBAL BEVERAGE ENTERPRISES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Florida, with offices at 2508 N.W. 53rd Street, Tamarac, Broward County, FL 33309 (hereinafter "Global Beverages") and **KOOL COW, LLC**, a limited liability company organized and existing under and by virtue of the State laws of Florida, with offices at P.O. Box 643717, Vero Beach, Florida 33487. Kaplan and Global Beverages are referred to collectively hereinafter as "Assignor." Kool Cow, LLC is referred to hereinafter as "Assignee." Kaplan, Global Beverages, and Kool Cow, LLC are referred to collectively hereinafter as the "Parties."

RECITALS

WHEREAS, Assignor has adopted, created, marketed, and used certain trademarks, trade formulas and trade secrets, brand names, designs, and trade dress that comprise and/or bear the name of "Kool Cow Sparkling Drink," in which Assignor owns all worldwide rights, title and interest;

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to grant to Assignee, all of Assignor's rights, title, and interest in and to the foregoing intellectual property to the extent that same exists in and is with respect to the United States only, together with the goodwill of Assignor symbolized by same and connected with the use thereof in the United States only (collectively, the "US Intellectual Property," which is identified in the attached **Schedule A**; and

WHEREAS, Assignor is the assignee and the successor in interest to that certain Perpetual Agreement dated September 15, 2003, with IL HWA Co., Ltd., a South Korea based entity that manufactures beverages (the "Contract") (also identified in **Schedule A** below), pursuant to which the Assignor has the exclusive right to purchase certain products from said manufacturer; and

WHEREAS, Separate and apart from the above-described assignment of the US Intellectual Property in the United States only, Assignee desires to acquire from Assignor, and Assignor desires to grant to Assignee, all of Assignor's rights, title, and interest in and under the "Contract" for the United States only; and

WHEREFORE, For good and valuable consideration of One Hundred (\$100.00) Dollars, mutual receipt acknowledged and which includes the Parties' commitment to enter into that certain Sale and Non-Competition Agreement immediately upon the Assignor's execution of this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

WITNESSETH

Assignment of US Intellectual Property: Assignor hereby irrevocably grants, conveys, assigns, transfers and quitclaims to Assignee, by execution hereof, any and all of Assignor's rights, title, and interest in and to the US Intellectual Property in the United States only, together with the goodwill of Assignor symbolized by same and connected with the use in the United States only thereof, the right to sue and recover for past infringements in the United States only thereof, and the right and interest in and to any and all proceeds therefrom.

Assignor makes the assignment of the US Intellectual Property hereunder TO HAVE AND TO HOLD the same unto Assignee, its respective successors and assigns. Assignor does for itself and its respective trustees, beneficiaries, administrators, heirs and successors covenant to and with Assignee and Assignee's respective successors and assigns that Assignor is the lawful owner of the US Intellectual Property; that said asset is free and clear from all claims and encumbrances; that Assignor has good right to assign and sell said assets aforesaid; and that Assignor will warrant and defend the assignment and transfer of the US Intellectual Property in the United States only hereby made unto Assignee and Assignee's respective successors and assigns against the lawful claims and demands of all persons whomsoever.

Assignment of US Rights under Contract: Additionally, Assignor hereby irrevocably grants, conveys, assigns, transfers and quitclaims to Assignee, by execution hereof, any and all of Assignor's rights, title, and interest in and under the Contract for the United States only.

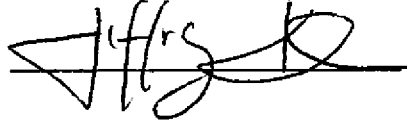
Assignor makes the assignment of the Contract for the United States only hereunder TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns. Assignor does for itself and its respective trustees, beneficiaries, administrators, heirs and successors covenant to and with Assignee and its successors and assigns that Assignor is the lawful owner of the Contract; that said asset is free and clear from all claims and encumbrances; that Assignor has good right to assign and sell said asset aforesaid; and that Assignor will warrant and defend the assignment and transfer of the above-stated rights under the Contract hereby made unto Assignee and its successors and assigns against the lawful claims and demands of all persons whomsoever.

Severability: The assignment of the US Intellectual Property (as per **Schedule A**) in the United States only to Assignee hereunder shall be separate, distinct, and severable from the assignment of the Contract listed for the United States only to Assignee hereunder.

[Remainder of page is intentionally blank; signature blocks appear on following page.]

IN WITNESS WHEREOF, Assignor hereby sets its hand and seal.

Jeffrey Kaplan




Global Beverage Enterprises, Inc.

By: 
Jeffrey Kaplan


As Its: President

The following persons hereby attest to the execution of the foregoing Assignment by JEFFREY KAPLAN both individually and on behalf of GLOBAL BEVERAGE ENTERPRISES, INC.

Attest:



Print: Melissa Hesse

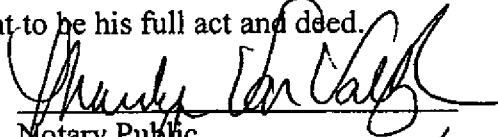
Attest:


Print: Keri-Ann C. Baker

STATE OF FLORIDA
COUNTY OF Palm Beach, ss.

On this 24th day of July, 2006, before me, the subscriber, personally appeared JEFFREY KAPLAN, who is personally known to me or who produced the identification listed below, and on his own behalf and on behalf of GLOBAL BEVERAGE ENTERPRISES, INC. acknowledged the foregoing Assignment to be his full act and deed.

NOTARY PUBLIC-STATE OF FLORIDA
 Marilyn Van Valkenburgh
Commission # DD472309
Expires: OCT. 09, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Notary Public
My commission expires: 10/9/09

Identification produced: FL DRIVER'S LICENSE

SCHEDULE A
(“US Intellectual Property”)
(United States Only)

U.S. Trade Secrets

- (1) All recipes, formulae, ingredient lists, compilations of matter, compilations of information, manufacturing processes, treatments for preservation of materials or products, certificates of analysis, certificates of ingredients, and lists of distributors, all with respect to shelf stable milk-based carbonated beverages presently identified and labeled as “Kool Cow Sparkling Drink,” together with all extensions, derivations, and reformulations of same (trade secrets) for ownership and usage in the United States only.

U.S. Trademarks and Trade Dress

- (1) “Kool Cow Sparkling Drink” name (brand name and design), U.S. Trademark Serial No. 78/878,128;
- (2) All cow drawings, depictions, renderings, and logos (designs); and
- (3) All “Kool Cow Sparkling Drink” product packaging, labeling, design, and stylized formats (trade dress).

Contract

- (1) IL HWA Co. LTD. dated September 15, 2003 for United States only.