

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
BookKoo Beverages, Inc.		09/05/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Circle K Stores Inc.		
Street Address:	2440 Whitehall Park Drive, Ste. 800		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432210	GAZZU	
CORRESPONDENCE DATA			
Fax Number:	(480)387-5268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(480) 477-5269		
Email:	drd@mmker.com,mxk@mmker.com		
Correspondent Name:	Donald R. Day, Esq.		
Address Line 1:	14362 N. Frank Lloyd Wright Blvd.		
Address Line 2:	Ste. 2300		
Address Line 4:	Scottsdale, ARIZONA 85260		
NAME OF SUBMITTER:	Donald R. Day, Esq.		
Signature:	/drd/		
Date:	10/05/2008		

Total Attachments: 2

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**TRADEMARK
 REEL: 003865 FRAME: 0050**

OP \$40.00 3432210

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ASSIGNMENT OF UNITED STATES TRADEMARK REGISTRATION

THIS TRADEMARK ASSIGNMENT is furnished by BooKoo Beverages, Inc. a Delaware corporation ("Assignor"), in favor of Circle K Stores Inc., a Texas corporation, with offices at 2440 Whitehall Park Drive, Suite 800, Charlotte, NC 28273 ("Assignee"), pursuant to the Private Gazzu™ Label Agreement, dated as of June 5, 2007, as amended by The Third Amendment to the Private Gazzu™ Label Agreement dated as of August 15, 2008 (collectively, "Agreement"), by and between Assignor and Assignee.

WHEREAS, ASSIGNOR is the exclusive and record owner of the following Trademark and the corresponding United States Trademark Registration thereof:

Trademark:	GAZZU
Registration No.:	3,432,210
Date Registered:	May 20, 2008
Goods and Services:	Energy Drinks, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).

WHEREAS ASSIGNEE is desirous of acquiring the above identified Trademark and the United States Trademark Registration thereof, together with the goodwill of the business symbolized thereby, from ASSIGNOR;

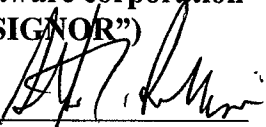
NOW THEREFORE, for the consideration as stated in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, does hereby assign his entire right, title and interest in and to the Trademark and the corresponding United States Trademark Registration thereof, together with the goodwill of the Assignor's business appurtenant to and symbolized by said trademark and all rights of action against third parties for past infringement, present infringement and/or future infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held had this assignment not been made.

Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title and interest herein assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments


which may be necessary to perfect and evidence ASSIGNEE's ownership of the property rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed as of the 5th day of September, 2008.

Bookoo Beverages, Inc.,
a Delaware corporation
("ASSIGNOR")

By: 
Name: Stephen C. Ruffini
Title: COO & CFO

Circle K Stores Inc.
a Texas corporation
("ASSIGNEE")

By: 
Name: Russell G. Kidd
Title: Category Manager