

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Juice it Up Franchise Corp.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>California</u> <input type="checkbox"/> Other _____ </p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Balboa Brands, Inc.</u></p> <p>Internal Address: <u>Suite J</u></p> <p>Street Address: <u>17915 Sky Park Circle</u></p> <p>City: <u>Irvine</u></p> <p>State: <u>California</u></p> <p>Country: <u>USA</u> Zip: <u>92614</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>April 3, 2009</u></p> <p> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>2210602</u></p>
Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

JUICE IT UP! THE HEALTHY WAY (Registration date December 15, 1998)

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Crockett & Crockett</u></p> <p>Internal Address: <u>Suite 200</u></p> <p>Street Address: <u>26020 Acero</u></p> <p>City: <u>Mission Viejo</u></p> <p>State: <u>California</u> Zip: <u>92691</u></p> <p>Phone Number: <u>949 588 6171</u></p> <p>Fax Number: <u>949 588 6172</u></p> <p>Email Address: <u>pto@crockett-crockett.com</u></p>	<p>6. Total number of applications and registrations involved:</p> <div style="border: 1px solid black; width: 100px; height: 20px; text-align: center; margin: 5px auto;">1</div> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40</p> <p> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number <u>03-3700</u></p> <p>Authorized User Name <u>Niky Syrengelas</u></p>
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<p>9. Signature:</p> <div style="text-align: center; margin: 10px 0;"> </div> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Name of Person Signing <u>Niky Economy Syrengelas</u></p>	<p style="text-align: right;">Date <u>May 5, 2009</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Agreement is by and between Juice it Up Franchise Corp. ("Assignor") and Balboa Brands, Inc. ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as "JUICE IT UP! THE HEALTHY WAY" (design mark) Registration No. 2,210,602 (the "Trademark"); and WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

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 \$ 1.00, payable on April 2, 2009.

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; 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 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.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

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.

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 of the State of California.

FOR ASSIGNEE

By: 

Name: FRANK N. EASTERBROOK

Title: PRESIDENT & CEO

Date: 4/3/09

FOR ASSIGNOR

By: 

Name: FRANK N. EASTERBROOK

Title: PRESIDENT & CEO

Date: 4/3/09