

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|----------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------|
| Juice it Up Franchise Corp. | | 12/17/2009 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------|
| Name: | Balboa Brands, Inc. |
| Street Address: | 17915 Sky Park Circle |
| Internal Address: | Suite J |
| City: | Irvine |
| State/Country: | CALIFORNIA |
| Postal Code: | 92614 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 2248570 | JUMPIN JAVA |
| Registration Number: | 2857441 | JUICE IT UP! |
| Registration Number: | 2857440 | JUICE IT UP |
| Registration Number: | 2868682 | JUICE IT UP! LIVE LIFE JUICED |
| Registration Number: | 2903470 | JUICE IT UP! |
| Registration Number: | 2901821 | LIVE LIFE JUICED |
| Registration Number: | 2920735 | |
| Registration Number: | 2905129 | JUICE IT UP! SMOOTHIES JUICES |
| Registration Number: | 2970071 | JUMPIN JAVA |
| Registration Number: | 2925349 | STRAWBERRY WAVE |
| Registration Number: | 2923411 | BANANA RAMA |
| Registration Number: | 2923412 | SEABREEZE SQUEEZE |
| Registration Number: | 2927962 | BIG BERRY COMBO |

OP \$540.00 2248570

| | | |
|----------------------|---------|-----------------|
| Registration Number: | 2927963 | RASPBERRY CRAZE |
| Registration Number: | 3034421 | ! |
| Registration Number: | 3027739 | CONGO LIME |
| Registration Number: | 3158664 | LAVA FLOW |
| Registration Number: | 3186432 | TROPICAL TANGO |
| Registration Number: | 3293677 | PINEAPPLE PUNCH |
| Registration Number: | 3293678 | PASSION PUNCH |
| Registration Number: | 3380605 | SMOOTH ECLUB |

CORRESPONDENCE DATA

Fax Number: (949)588-6172
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949 588 6171
Email: pto@crockett-crockett.com
Correspondent Name: CROCKETT & CROCKETT, P.C.
Address Line 1: 26020 ACERO
Address Line 2: Suite 200
Address Line 4: MISSION VIEJO, CALIFORNIA 92691

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 468.00 |
| NAME OF SUBMITTER: | Registrant's Attorney |
| Signature: | /Niky Economy Syrengelas/ |
| Date: | 01/05/2010 |

Total Attachments: 5
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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 entire right, title and interest in and to the Trademarks (as defined below); and WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to all trademarks, including without limitation those listed on Schedule A attached hereto, and all file histories and documentation, including without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing collectively, the "Trademarks"; together with all rights, credits judgments, chooses in action, rights of set-off, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors together with all goodwill of the Assignor in connection with which the aforesaid Trademarks have been used and buyer hereby accepts the assignment and transfer of the Trademarks as set forth herein.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00, payable on November 30, 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 Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do 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 Trademarks;
- (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. **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.

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

6. **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.

7. **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.

FOR ASSIGNEE

By: 

Name: FRANK N. EASTBROOK

Title: PRESIDENT & CEO

Date: 17 DECEMBER 2009

FOR ASSIGNOR

By: 



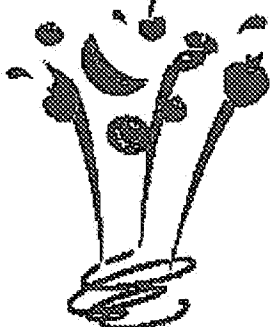
Name: FRANK N. EASTBROOK


Title: PRESIDENT & CEO

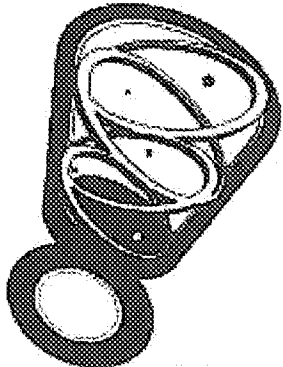
Date: 17 DECEMBER 2009

SCHEDULE A TO THE ASSIGNMENT OF TRADEMARKS

Juice it Up Franchise Corp.
Trademarks

| Docket # | Trademark | Filing Date | Serial No. | Registration No. (Date Registered) |
|----------|-------------------------------------------------------------------------------------|-------------|------------|---------------------------------------|
| 468.02 | JUMPIN JAVA | 3/10/97 | 75/254,283 | 2,248,570 6/1/99 |
| 468.03 | JUICE IT UP! | 1/13/03 | 76/486,525 | 2,857,441 6/29/04 |
| 468.04 | JUICE IT UP | 1/13/03 | 76/486,490 | 2,857,440 6/29/04 |
| 468.05 |  | 3/31/03 | 76/502,238 | 2,868,682 8/3/04 |
| 468.10 |  | 11/10/03 | 78/325,792 | 2,903,470 11/16/04 |
| 468.11 | LIVE LIFE JUICED | 11/10/03 | 78/325,795 | 2,901,821 11/9/04 |
| 468.12 |  | 11/10/03 | 78/325,800 | 2,920,735 1/25/05 |

| Docket # | Trademark | Filing Date | Serial No. | Registration No. (Date Registered) |
|----------|-----------------------------------------------------------------------------------|-------------|------------|---------------------------------------|
| 468.13 |  | 11/10/03 | 78/325,825 | 2,905,129 11/23/04 |
| 468.14 | JUMPIN JAVA | 11/11/03 | 78/325,996 | 2,970,071 7/19/05 |
| 468.15 | STRAWBERRY WAVE | 2/10/04 | 78/365,327 | 2,925,349 2/8/05 |
| 468.16 | BANANA RAMA | 2/10/04 | 78/365,345 | 2,923,411 2/1/05 |
| 468.17 | SEABREEZE SQUEEZE | 2/10/04 | 78/365,360 | 2,923,412 2/1/05 |
| 468.18 | BIG BERRY COMBO | 2/10/04 | 78/365,385 | 2,927,962 2/22/05 |
| 468.19 | RASPBERRY CRAZE | 2/10/04 | 78/365,433 | 2,927,963 2/22/05 |

| Docket # | Trademark | Filing Date | Serial No. | Registration No. (Date Registered) |
|----------|-----------------------------------------------------------------------------------|-------------|------------|---------------------------------------|
| 468.21 |  | 4/1/04 | 78/394,630 | 3,034,421 12/27/05 |
| 468.23 | CONGO LIME | 8/23/04 | 78/471,807 | 3,027,739 12/13/05 |
| 468.28 | LAVA FLOW | 12/6/05 | 78/768,038 | 3,158,664 10/17/06 |
| 468.29 | TROPICAL TANGO | 12/6/05 | 78/768,041 | 3,186,432 12/19/06 |
| 468.30 | PINEAPPLE PUNCH | 12/6/05 | 78/768,044 | 3,293,677 9/18/07 |
| 468.31 | PASSION PUNCH | 12/6/05 | 78/768,046 | 3,293,678 9/18/07 |
| 468.34 | SMOOTH ECLUB | 4/19/07 | 77/160,839 | 3,380,605 2/12/08 |