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1/9/2010 8:05:12 PM PAGE 4/012

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CROCKETT & CROCKETT, P.C. COMPANY:26020 ACERO

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

01/07/2010
900151533

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee State of Incorporation previously recorded on Reel 004124 Frame 0617. Assignor(s) hereby confirms the entire interest and 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: DELAWARE

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

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USPTO

1/9/2010 8:05:12 PM PAGE 5/012

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CROCKETT & CROCKETT, P.C. COMPANY:26020 ACERO

Registration Number:	2927962	BIG BERRY COMBO
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:	3380605	SMOOTH ECLUB
Registration Number:	3293678	PASSION PUNCH

CORRESPONDENCE DATA

Fax Number: (949)588-6172
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	Niky Economy Syrengelas
Signature:	/Niky Economy Syrengelas/
Date:	01/07/2010

Total Attachments: 7
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1/9/2010 8:05:12 PM PAGE 8/012

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ROCKETT & CROCKETT, P.C. COMPANY:26020 ACERO

ROCKETT & CROCKETT, P.C. COMPANY:26020 AGERO

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

01/05/2010
900151254

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.		12/17/2008	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:	2867441	JUICE IT UP!
Registration Number:	2857440	JUICE IT UP
Registration Number:	2888882	JUICE IT UP! LIVE LIFE JUICED
Registration Number:	2803470	JUICE IT UP!
Registration Number:	2901821	LIVE LIFE JUICED
Registration Number:	2920735	
Registration Number:	2905128	JUICE IT UP! SMOOTHIES JUICES
Registration Number:	2970071	JUMPIN JAVA
Registration Number:	2926349	STRAWBERRY WAVE
Registration Number:	2923411	BANANA RAMA
Registration Number:	2923412	SEABREEZE SQUEEZE
Registration Number:	2927982	BIG BERRY COMBO

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From-USPTO

To-Crockett & Crockett

Page 006

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From-USPTO

To-Crockett & Crockett

Page 006

TRADEMARK

REEL: 004133 FRAME: 0103

USPTO

1/9/2010 6:05:12 PM PAGE 7/012

FAX SERVER

CROCKETT & CROCKETT, P.C. COMPANY:26020 ACERO

CROCKETT & CROCKETT, P.C. COMPANY:26020 ACERO

Registration Number:	2927963	RASPBERRY CRAZE
Registration Number:	3034421	
Registration Number:	3027739	CONGO LIME
Registration Number:	3158884	LAVA FLOW
Registration Number:	3188432	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 92091

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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To-Crockett & Crockett

Page 007

Received 01-09-10 03:05pm

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To-Crockett & Crockett Page 007

TRADEMARK
 REEL: 004133 FRAME: 0104

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.

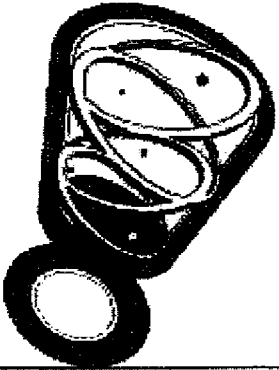
FOR ASSIGNEE
By: [Signature]
Name: FRANK N. EASTBROOK
Title: PRESIDENT & CEO
Date: 17 DECEMBER 2009

FOR ASSIGNOR
By: [Signature]
Name: FRANK N. EASTBROOK
Title: PRESIDENT & CEO
Date: 17 DECEMBER 2009

SCHEDULE A TO THE ASSIGNMENT OF TRADEMARKSJuice 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