

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eternal NZ Holdings Limited		11/10/2011	COMPANY: NEW ZEALAND

**RECEIVING PARTY DATA**

<b>Name:</b>	The Manny Mashouf Living Trust Dated May 10, 2007
<b>Street Address:</b>	10345 W. Olympic Blvd.
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90064
<b>Entity Type:</b>	TRUST: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3228457	NEW ZEALAND ETERNAL ARTESIAN WATER
Registration Number:	3827193	NEW ZEALAND WAI
Registration Number:	3809409	ETERNAL NEW ZEALAND ARTESIAN WATER NATURALLY ALKALINE
Registration Number:	3689414	ETERNAL NEW ZEALAND
Registration Number:	3656185	NEW ZEALAND WAI
Registration Number:	3691942	ETERNAL NEW ZEALAND
Serial Number:	77843860	WONDER WATER
Serial Number:	77834865	WONDER WATER
Serial Number:	77844774	ETERNAL WONDER WATER
Serial Number:	77843865	ETERNAL WONDER WATER

**CORRESPONDENCE DATA**

Fax Number: (310)479-1422  
 Phone: 3104784100

**900207277**

**TRADEMARK  
 REEL: 004661 FRAME: 0613**

**OP \$265.00 3228457**

Email: dhochman@wrslawyers.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: David Hochman c/o WRSSR

Address Line 1: 11400 W. Olympic Blvd. 9th Floor

Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:	16521-006
NAME OF SUBMITTER:	David Hochman
Signature:	/David Hochman/
Date:	11/16/2011

**Total Attachments: 15**

source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page1.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page2.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page3.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page4.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page5.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page6.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page7.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page8.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page9.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page10.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page11.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page12.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page13.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page14.tif  
source=IP Assignment Agreement - Eternal NZ Holdings to Manny's Trust#page15.tif

**INTELLECTUAL PROPERTY**

**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of November 10, 2011, and is entered into by and between ETERNAL NZ HOLDINGS LIMITED, a company formed under the laws of New Zealand ("Assignor"), and MANNY MASHOUF, TRUSTEE OF THE MANNY MASHOUF LIVING TRUST DATED MAY 10, 2007 ("Assignee").

**RECITALS**

A. Assignee made certain loans (collectively, the "Loans") to Assignor, the proceeds of which were used principally to fund Assignor's purchase of certain assets of Mead International Limited, Paeroa Bottling Limited, Paeroa Properties Limited and Mead IP Trustee Limited, each a corporation formed under the laws of New Zealand, and secondarily to fund working capital needs.

B. Assignor's obligation to repay the Loans is evidenced by that certain Secured Promissory Note dated August 25, 2008, and subsequently amended pursuant to that certain First Amendment to Secured Promissory Note dated January 1, 2009 (as amended, the "Note"). Assignor's repayment obligations under the Note are secured by a pledge of certain assets (including intellectual property) pursuant to that certain Security Agreement dated August 25, 2008, made by Assignor in favor of Assignee ("Security Agreement".)

C. Assignor is the owner of certain trademarks and copyrights pending and registered with the United States Patent and Trademark Office, the United States Copyright Office, and various foreign governmental offices and agencies in Australia, China, the European Union, and New Zealand.

D. Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to all of its Intellectual Property (as defined below), and all goodwill related thereto, pursuant to the Security Agreement, in exchange for a reduction of the outstanding balance of the Note based on the fair market value of Company's Intellectual Property.

E. "Intellectual Property", as used herein, shall mean any and all of Assignor's (i) trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, together with the goodwill, registrations and applications relating to the foregoing ("Trademarks"); (ii) patents and patent applications; (iii) copyrights, including registrations and applications therefore ("Copyrights"); and (iv) any licenses to use the foregoing. Attached as Schedule A to this Assignment is a list of Company Trademarks which list shall be incorporated herein by reference, provided, however, that in no event shall this list be deemed a complete list of Company's Intellectual Property.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Assignment agree as follows:

1. **ASSIGNMENT OF INTELLECTUAL PROPERTY AND RELATED MATTERS.**

1.1 **Assignment of the Intellectual Property.** Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, the Intellectual Property, all right, title and interest therein and thereto, all goodwill related thereto and all other intellectual property rights associated therewith, not only in the United States and its territorial possessions, but in all countries worldwide, in perpetuity, and to any renewal, modification, continuation, division, substitution or reissuance of the Intellectual Property either by the USPTO, the U.S. Copyright Office, or a foreign country's intellectual property agency or office. All of the foregoing rights shall be collectively referred to herein as the "Intellectual Property Rights."

1.2 **Representations and Warranties.** Assignor represents, warrants and covenants to Assignee that (a) Assignor has the full right, power and authority to enter into this Assignment and to perform Assignor's obligations hereunder; (b) there are no other agreements or understanding to which Assignor is a party or by which Assignor is bound that would be violated or breached by, or that would prevent or preclude, the assignment of rights as contemplated by this Assignment and the performance by Assignor of all of its obligations hereunder; (c) there are no licensing agreements with any third party in connection any of the Intellectual Property Rights; (d) there are no actual suits of any nature in connection with any of the Intellectual Property Rights; (e) Assignor will not use the Intellectual Property, or any confusingly similar names or marks, or any other Intellectual Property Rights, for any purpose whatsoever; and (f) this Assignment is a valid, legally binding obligation of Assignor.

1.3 **Acknowledgement by U.S. and Foreign Agencies and Offices.** Assignor hereby authorizes and requests the USPTO, the U.S. Copyright Office, and any foreign country's intellectual property agency or office whose duty it is to issue trademarks, copyrights, patents, or any legal equivalent thereof, to acknowledge Assignee as the new owner of record of the Intellectual Property.

1.4 **Indemnification.** Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee and its heirs, representatives, successors and assigns, from any and all actual or threatened charges, complaints, demands, claims, liabilities, obligations, causes of action, and suits of any nature whatsoever, known or unknown (collectively, "Claims"), that are based in whole or in part on the ownership or usage of the Intellectual Property or any other Intellectual Property Right. The indemnification described above shall include, without limitation, all Claims based upon actions or omissions (or alleged actions or omissions), and all Claims under the common law or any federal, state, or foreign statute, law or regulation, to the extent permitted by law anywhere in the world.

1.5 **Further Assurances.** Assignor agrees to assist Assignee, its successors or assigns, in every reasonable way to secure Assignee's rights in and to the Intellectual Property, including executing all applications, specifications, oaths, assignments and all other agreements which Assignee shall deem necessary in order to convey to Assignee all right, title and interest in and to the Intellectual Property. In the event that Assignee is unable for any reason, after reasonable effort, to secure the signature of a duly authorized officer, manager or representative of Assignor, Assignor hereby irrevocably designates and appoints Assignee and its duly

authorized representative as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the this paragraph with the same legal force and effect as if executed by Assignor.

2. **NO PERSONAL LIABILITY TO LIQUIDATORS.** The parties to this Assignment acknowledge and agree that:

2.1 This Assignment has been entered into by the Liquidators in their capacity as liquidators of Eternal NZ Limited (In Liquidation) ("Eternal NZ"), and, notwithstanding any action the Liquidators may have taken, neither the Liquidators, ACCRU Smith Chilcott Ltd nor their agents or employees will bear any personal liability in relation to this Assignment, except in the case of fraud, willful misconduct or gross negligence.

2.2 If Assignee is entitled to exercise any rights of action, such rights may be exercised against Eternal NZ alone and not against the Liquidators, ACCRU Smith Chilcott Ltd, or their agents or employees, except in the case of fraud, willful misconduct or gross negligence.

2.3 If, notwithstanding the provisions of this Assignment, a court of competent jurisdiction holds the Liquidators personally liable in respect of any matters arising under or incidental to this Assignment, such liability will be limited to the assets for the time being of Eternal NZ in the hands of the Liquidators (in their capacity as liquidators) at the time when judgment is entered or execution thereon issued.

3. **MISCELLANEOUS.**

3.1 **Entire Agreement.** This Assignment constitutes the entire agreement between the parties to this Assignment and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein.

3.2 **Governing Law; Consent to Jurisdiction.** California law, without regard for the application of conflict or choice of laws principles, shall govern the interpretation of this Assignment, and all persons and entities in any manner obligated under this Assignment consent to the jurisdiction of any federal or state court within California having proper venue and also consent to service of process by any means authorized by California or federal law.

3.3 **Binding Effect.** This Assignment, and all rights and obligations hereunder, shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, legal and personal representatives, successors, licensees and assigns.

3.4 **Modification, Waiver or Termination.** No modification, waiver or termination of this Assignment, or any part hereof, shall be effective unless made in writing and signed by the party or parties sought to be bound thereby. No failure to pursue or elect any remedy shall constitute a waiver of any default under or breach of any provision of this Assignment, nor shall any waiver of any such default or breach be deemed to be a waiver of any other subsequent default or breach.

3.5 Construction. Whenever used in this Agreement, the terms "including," "include," "includes" and the like are not intended as terms of limitation, and, hence, shall be deemed to be followed by "without limitation."

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"Assignor"

ETERNAL NZ HOLDINGS LIMITED

By: \_\_\_\_\_

Karim Mashout, Manager

"Assignee"


MANNY MASHOUF LIVING TRUST  
DATED MAY 10, 2007

By: \_\_\_\_\_

Manny Mashouf, Trustee

**ACKNOWLEDGED, AGREED AND ACCEPTED:**

Liquidators in the liquidation proceeding  
relating to Eternal NZ Limited:

  
\_\_\_\_\_  
P.C. Chatfield

  
\_\_\_\_\_  
Stephen Rex Tietjens

3.5 **Construction.** Whenever used in this Agreement, the terms "including," "include," "includes" and the like are not intended as terms of limitation, and, hence, shall be deemed to be followed by "without limitation."

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**"Assignor"**

ETERNAL NZ HOLDINGS LIMITED

By: \_\_\_\_\_  
Karim Mashouf, Manager


**"Assignee"**

MANNY MASHOUF LIVING TRUST  
DATED MAY 10, 2007

By: \_\_\_\_\_  
Manny Mashouf, Trustee

**ACKNOWLEDGED, AGREED AND ACCEPTED:**

Liquidators in the liquidation proceeding  
relating to Eternal NZ Limited:

  
\_\_\_\_\_  
P.C. Chatfield

  
\_\_\_\_\_  
Stephen Rex Tietjens

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**



INTELLECTUAL PROPERTY TABLE

TRADE MARKS



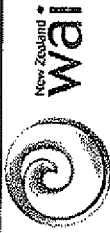
1. NEW ZEALAND

1.1 Trade Marks




Application/ Registration TM No.	Trade mark	Class	Goods/Services	Proprietor	Status	Application/ Registration date	Renewal date
656088	BRIGHTWATER RIDGE	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters; artesian waters; mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	26-APR-2002	26-APR-2019
656089	BRIGHTWATER	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters; artesian waters; mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	26-APR-2002	26-APR-2019
705403	NEW ZEALAND ETERNAL ARTESIAN WATER	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	3-DEC-2002	03-DEC-2013

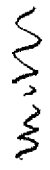


*M.M.*

Application/Registration TM No.	Trade mark	Class	Goods/Services	Proprietor	Status	Application/Registration date	Renewal date
711644	 (series)	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	29-APR-2004	29-APR-2014
753570	 (series)	32	Non-alcoholic beverages and drinks; preparations for making beverages; waters (beverages) including still and aerated water; bottled and packaged water; mineral, spring and artesian water; purified water; flavoured water; fortified water	Eternal NZ Holdings Limited	Registered	21-AUG-2006	21-AUG-2016
765145	 (series)	32	Non-alcoholic beverages; preparations for making beverages; waters (beverages) including still and aerated water; bottled and packaged water; mineral, spring and artesian water; purified water; flavoured water; fortified water	Eternal NZ Holdings Limited	Registered	15-MAR-2007	15-MAR-2017








Application/Registration TM/No.	Trade mark	Class	Goods/Services	Proprietor	Status	Application/Registration date	Renewal date
789365		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	15-MAY-2008	15-MAY-2018
806815	Eternal	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Abeyance	21-MAY-2009	-
806816		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Abeyance	21-MAY-2009	-
806817		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Abeyance	21-MAY-2009	-



2. AUSTRALIA

2.1 Trade Marks

Application/Registration TM/No.	Trade mark	Class	Goods/Services	Proprietor	Status	Application/Registration date	Renewal date
923868		32	Beer, mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages	Eternal NZ Holdings Limited	Registered	20-AUG-2002	20-AUG-2012
		35	Exporting, wholesaling and retailing of beers, mineral and aerated waters, soft drinks and other non-alcoholic drinks				
989875	NEW ZEALAND ETERNAL ARTESIAN WATER	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	20-FEB-2004	20-FEB-2014
999688		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	29-APR-2004	29-APR-2014
1242261		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	23-MAY-2008	23-MAY-2018


Application/Registration TM No.	Trade mark	Class	Goods/Services	Proprietor	Status	Application/Registration date	Renewal date
1242631	ETERNAL	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	26-MAY-2008	26-MAY-2018
1300280	ETERNAL	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	21-MAY-2019	21-MAY-2019
1300282		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	21-MAY-2009	21-MAY-2019
1300284		32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	21-MAY-2009	21-MAY-2019

*M. M.*




3. CHINA

3.1 Trade Marks

Application/ Registration TM No.	Trade mark	Class	Goods/Services	Proprietor	Status	Application/ Registration date	Renewal date
7264859	ETERNAL	32	TBA	Eternal NZ Holdings Limited	Pending	19-MAR-2009	-
7456210		32	TBA	Eternal NZ Holdings Limited	Pending	09-JUN-2009	-

4. EUROPEAN UNION

4.1 Trade Marks



Application/ Registration TM No.	Trade mark	Class	Goods	Proprietor	Status	Application/ Registration date	Renewal date
8239667		32	Non-alcoholic beverages including water, fruit drinks and fruit juices; preparations for making such beverages	Eternal NZ Holdings Limited	Registered	23-APR-2009	23-APR-2019
7602022	ETERNAL	32	Non-alcoholic beverages including water, fruit drinks and fruit juices, but excluding non-alcoholic and low alcoholic wine, beer, perry and cider; preparations for making the aforementioned goods	Eternal NZ Holdings Limited	Registered	13-FEB-2009	13-FEB-2019

*W.M.*

*DP*

5. HONG KONG

5.1 Trade Marks


Application/ Registration TM No.	Trade mark	Class	Goods	Proprietor	Status	Application/ Registration date	Renewal date
301347246	 (series)	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water; all produced in New Zealand	Eternal NZ Holdings Limited	Registered	21-MAY-2009	20-MAY-2019
301347255	 (series)	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water; all produced in New Zealand	Eternal NZ Holdings Limited	Registered	21-MAY-2009	20-MAY-2019
301347264	Eternal	32	Non-alcoholic beverages and drinks; waters (beverages); mineral waters and preparations for making mineral water; bottled water; packaged water	Eternal NZ Holdings Limited	Registered	21-MAY-2009	20-MAY-2019



WM

6. USA



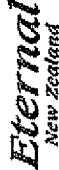
6.1 Trade Marks

Application/Registration TM No.	Trade mark	Class	Goods	Proprietor	Status	Application/ Registration date	Renewal date
3228457		32	Non-alcoholic beverages, all featuring artesian water, namely, bottled drinking water, packaged artesian drinking water, potable water, still water, aerated water, carbonated water, mineral water, spring water, treated drinking water, flavoured water	Eternal NZ Holdings Limited	Registered	29-APR-2004	10-APR-2017
77/843,860	WONDER WATER	5	Dietary supplements; nutritional supplements	Eternal NZ Holdings Limited	Accepted	7-OCT-2009	-
77/844,774	ETERNAL WONDER WATER	5	Vitamin enriched flavoured water; dietary supplement drinks	Eternal NZ Holdings Limited	Accepted	8-OCT-2009	-
		32	Non-alcoholic beverages, namely, bottled drinking water, packaged artesian drinking water, still water, aerated water, mineral water, spring water, energy drinks, sports drinks, flavoured water, fruit juices, carbonated beverages, fruit flavoured water, herbal flavoured drinks, namely herbal juices				
77/873,865	ETERNAL WONDER WATER	5	Dietary supplements; nutritional supplements	Eternal NZ Holdings Limited	Accepted	7-OCT-2009	-



*W.M.*



Application/Registration TM No.	Trade mark	Class	Goods	Proprietor	Status	Application/Registration date	Renewal date
3827193		32	Non-alcoholic beverages, all featuring artesian water, namely, bottled drinking water, packaged artesian drinking water, still water, aerated water, mineral water and spring water	Eternal NZ Holdings Limited	Registered	20-AUG-2009	3-AUG-2020
3809409		32	Non-alcoholic beverages, all featuring artesian water, namely, bottled drinking water, packaged artesian drinking water, still water, aerated water, mineral water and spring water	Eternal NZ Holdings Limited	Registered	3-JUN-2009	29-JUN-2020
3689414		32	Non-alcoholic beverages, all featuring artesian water, namely, bottled drinking water, packaged artesian drinking water, still water, aerated water, mineral water and spring water	Eternal NZ Holdings Limited	Registered	28-APR-2009	29-SEP-2019
3656185	NEW ZEALAND WAI	32	Non-alcoholic beverages, all featuring artesian water, namely, bottled drinking water, packaged artesian drinking water, still water, aerated water, mineral water and spring water	Eternal NZ Holdings Limited	Registered	12-MAR-2009	14-JUL-2019
3228457	ETERNAL NEW ZEALAND	32	Non-alcoholic beverages, all featuring artesian water, namely, bottled drinking water, packaged artesian drinking water, still water, aerated water, mineral water and spring water	Eternal NZ Holdings Limited	Registered	11-MAR-2009	6-OCT-2019



W.M.