

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
Magnet Media Partners LLC		04/08/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	PopShots, LLC		
Street Address:	154 Grand Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3702944	LIQ	
Registration Number:	3702945	LIQ	
Registration Number:	2952540	LIQ-IT	
CORRESPONDENCE DATA			
Fax Number:	2122305510		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122305500		
Email:	ip@davisshapiro.com		
Correspondent Name:	Gary Adelman		
Address Line 1:	689 Fifth Avenue, 5th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	4526		
NAME OF SUBMITTER:	Gary Adelman		

Signature:	/Gary Adelman/
Date:	04/16/2013
Total Attachments: 4 source=Notarized Assignment Agreement#page1.tif source=Notarized Assignment Agreement#page2.tif source=Notarized Assignment Agreement#page3.tif source=Notarized Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement"), made as of the 8th day of April, 2013, by and between Magnet Media Partners LLC, a Florida limited liability company, having a place of business at 2929 East Commercial Blvd., Suite 410, Fort Lauderdale, FL 33308 ("Assignor") and PopShots, LLC, a Delaware limited liability company, having a place of business at 154 Grand Street, New York, New York 10013 ("Assignee");

WHEREAS, Assignor is the owner of the trademark registrations set forth in the attached Schedule A (the "Marks") together with the common law rights associated therewith and the goodwill of the business symbolized thereby in connection with the frozen confections containing alcohol and clothing products on which the Marks are used ("the Products"); and

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to said trademark registrations, the common law rights associated therewith and the goodwill of the business pertaining thereto;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably sells, assigns, transfers, conveys, delivers and contributes to Assignee, its successors and assigns: (i) all of Assignor's right, title and interest in and to the Marks and any renewals thereof; (ii) the goodwill of the business symbolized by and associated with the Marks and business conducted under

said Marks, including but not limited to the goodwill of the business relating to the Products upon which the Marks are used and for which they are registered and any part thereof; (iii) all income, royalties, damages and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation damages, and payments for past or future infringements and misappropriation of the Marks; (iv) all rights in and to all causes of action, either in law or in equity, to sue for past, present, or future infringement, based on said Marks; (v) any additional rights and registrations that Assignor may have or claim in the LIQ mark in all jurisdictions throughout the world, including without limitation any common law rights; and (vi) all rights corresponding to the foregoing throughout the world.


2. **FURTHER ASSURANCES.** Assignor further agrees that it will execute all papers, forms and authorizations, and will perform and take all other actions that may be necessary for securing, completing, and vesting in Assignee full right, title and interest in the Marks.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment Agreement, as of the date written above.

ASSIGNOR

ASSIGNEE


Magnet Media Partners LLC
By: CARA E CAMERON
Title: MANAGER/MEMBER


PopShots, LLC
By: HARLET BAUER
Title: CO-FOUNDER

SCHEDULE A

1.

Mark:	LIQ
U.S. Registration No.	3702944
International Registration No.	0994447
Registration Date	October 27, 2009
International Class	25
US Class	022, 039
Goods & Services	Shirts, blouses, T-shirts, tank tops, sweatshirt, jackets, coats, headbands, hats, visors, swimwear, wristbands.
First Use	8/19/08
First Use In Commerce	8/19/08

2.

Mark:	LIQ
U.S. Registration No.	3702945
International Registration No.	0994447
Registration Date	October 27, 2009
International Class	33
US Class	047, 049
Goods & Services	Frozen confections containing alcohol.
First Use	8/19/08
First Use In Commerce	8/19/08

3.

Mark:	LIQ-IT
U.S. Registration No.	2952540 (Canceled but can be reinstated by owner of LIQ mark).
International Registration No.	
Registration Date	May 17, 2005
International Class	33
US Class	047, 049
Goods & Services	Frozen confections containing alcohol.
First Use	12/8/04
First Use In Commerce	12/8/04

STATE OF FLA)
)ss:
COUNTY OF BROWARD)

On this 5th day of April, 2013, before me, a Notary Public in and for the County of Broward in the State of FL, personally appeared CARA (MIRRO) me known to be the MIM of Magnet Media Partners LLC, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

Vicki D. Gates
NOTARY PUBLIC



VICKI D. GATES
MY COMMISSION # EE 093794
EXPIRES: September 13, 2015
Bonded Thru Budget Notary Services

STATE OF New York)
)ss:
COUNTY OF Queens)

On this 15th day of April, 2013, before me, a Notary Public in and for the County of Queens in the State of New York, personally appeared Henry Park, to me known to be the Co-Founder of PopShots LLC, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

Sejin Lim
NOTARY PUBLIC

SEJIN LIM
Notary Public, State of New York
No. 01116209601
Qualified in Queens County
Commission Expires 07/27/2013