

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298488

<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
Liquid Lightning, In.		02/28/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	S. Charles Musumeci Sr. & Mary A. Musumeci Irrevocable Trust I
<b>Street Address:</b>	223 Wanaque Avenue
<b>City:</b>	Pompton Lakes
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07442
<b>Entity Type:</b>	TRUST: NEW JERSEY
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• S. Charles Musumeci Sr. &amp; Mary A. Musumeci Irrevocable Trust I, NEW JERSEY, TRUSTEE</li> </ul>

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3476687	LIQUID LIGHTNING ENERGY DRINK

**CORRESPONDENCE DATA**

**Fax Number:** 8667806292  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 973-768-9770  
**Email:** jmusumeci@h2mbeverages.com  
**Correspondent Name:** Joseph C. Musumeci  
**Address Line 1:** 223 Wanaque Avenue  
**Address Line 4:** Pompton Lakes, NEW JERSEY 07442

<b>NAME OF SUBMITTER:</b>	Joseph C. Musumeci
<b>SIGNATURE:</b>	/Joseph C. Musumeci/
<b>DATE SIGNED:</b>	03/18/2014

**Total Attachments: 8**  
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## AGREEMENT

Agreement dated as of February 22<sup>nd</sup>, 2008 by and between the S. Charles Musumeci, Sr. and Mary A. Musumeci Irrevocable Trust I (the "Trust"), with an address c/o S. Charles Musumeci, Jr., 223 Wanaque Avenue, Pompton Lakes, New Jersey 07442, and William (Billy) Walsh ("Walsh"), having an address of 31 Chelsea Way, Bridgewater, New Jersey 08807. The Trust and Walsh are hereinafter sometimes referred to as the "Parties," collectively, and individually as a "Party."

## RECITALS

WHEREAS, pursuant to the terms of a Commercial Promissory Note dated June 1, 1995 (the "Note"), the Trust has pursuant to a series of advances, loaned an aggregate principal amount of \$1,700,000 to Liquid Lightning, Inc., a New Jersey corporation (the "Company") and Walsh, as co-borrowers;

WHEREAS, at the time that initial loan was advanced under the Note, Walsh was the owner of all of the outstanding shares of capital stock of the Company consisting of 100 shares of common stock;

WHEREAS, in connection with the making of the initial advance under the Note, the Trust was granted an irrevocable option to acquire up to 80% of the outstanding shares of common stock of the Company (the "Option");

WHEREAS, as additional collateral security for the obligations of the Company and Walsh under the Note, Walsh pledged all of his right, title and interest in the shares of common stock in the Company held by him (the "Pledge");

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Trust has exercised the Option and has acquired 80 shares of the Company's common stock;

WHEREAS, the Company and Walsh are in default under the Note as a result of misrepresentations and omissions on the part of the Company and Walsh in connection with the making of the loans evidenced by the Note and the Trust has demanded the immediate repayment of all principal and interest due and payable under the Note (the "Default"); and

WHEREAS, the Trust and Walsh wish to enter into this Agreement in settlement of the Trust's claims against Walsh with respect to the Default and the exercise of the Trust's remedies under the Pledge;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficing of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth at the beginning of this Agreement are incorporated herein by reference as though fully set forth herein.

2. Settlement Payment. The Parties acknowledge and agree that in full and final settlement of all amounts that may now be due and owing by Walsh and that may hereafter become due and owing by Walsh to the Trust under the Note Walsh agrees to transfer to the Trust the balance of twenty (20) shares (the "Shares") of common stock of the Company.

3. Authority. Each party warrants and represents for itself that (a) it has full power, legal capacity and authority to enter into and perform this Agreement and the agreements, documents and instruments contemplated herein (collectively, the "Settlement Documents"), (b) all proceedings required to be taken and all consents required to be obtained to authorize the execution and performance of this Agreement and the Settlement Documents have been properly taken and obtained, (c) it is not prohibited from entering into this Agreement or the Settlement Documents or consummating the settlement of those matters contemplated hereby or thereby or by any law, regulation, agreement, instrument, restriction, order or judgment, and the settlement contemplated hereby and the matters contemplated thereby does not require the consent of any governmental authority or other person, and (d) this Agreement and the Settlement Documents constitute the legal, valid and binding obligation of that party, enforceable in accordance with its terms. Each person signing this Agreement or any Settlement Document on behalf of a Party expressly represents and warrants that he/she/it has full authority to sign on behalf of such Party for the purpose of duly binding it to this Agreement.

4. Mutual Releases. The Parties agree as follows:

(a) By the Trust in favor of Walsh. The Trust hereby releases and gives up any and all claims and rights, known and unknown, whether now existing or hereafter arising, which it may have against Walsh's obligations under the Note, Option or the Pledge, including those claims of which the Trust is not aware. This Section 4(a) applies to all claims which were asserted or which could have been asserted against the Walsh of any nature or description in any forum. However, this Section 4(a) does not apply to any claims which arise under or pursuant to this Agreement, any of the agreements or other documents executed in connection with this Agreement, if any, or the obligations of the Company under the Note.

(b) By Walsh in favor of the Trust. Walsh hereby releases and gives up any and all claims and rights, known and unknown, whether now existing or hereafter arising, which it may have against the Trust, its trustees and

beneficiaries, relating to, arising from, the Loan, Option, Note or Pledge or any matters related to or in connection therewith, including, without limitation, those claims of which the Walsh is not aware. This Section 4(b) applies to all claims which were asserted or which could have been asserted against Walsh of any nature or description in any forum.

5. Confidential Nature of Settlement. The Parties agree that they shall keep the terms and conditions of this Agreement confidential, and that they shall not disclose directly or indirectly, the terms and conditions of this Agreement and related negotiations, or the amount or nature of any consideration paid except to their agents and professional representatives and as required by law. Notwithstanding the foregoing, the parties acknowledge and agree that the Trust and the Company may disclose the terms and conditions of this Agreement any potential investors or other financing sources for the Company.

6. Modification in Writing. No extension, modification or waiver of any term or condition of this Agreement shall be valid or binding upon any Party unless it is in writing and signed by the individual Party or an authorized officer or representative, as the case may be, having authority to consent to said extension, modification or waiver.

7. Merger; Integration. This Agreement represents all of the terms and conditions of the agreement between the Parties. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties hereto with respect to the subject matter hereof.

8. Savings Clause. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and assigns.

10. Headings. Captions used in this Agreement have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

11. Construction. In all events, words utilized in the singular shall include the plural and the masculine gender shall include the feminine and neuter (and vice versa) whenever the context so requires. The Parties hereto agree that

the terms and language of this Agreement were the result of negotiations between and among them and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any Party. Any controversy over the construction or interpretation of this Agreement shall be decided neutrally, and without regard to events of authorship or negotiation.

12. Governing Law; Jurisdiction. All of the terms of this Agreement and the duties, rights and remedies of the Parties shall be governed by and construed according to the laws of the State of New Jersey without regard to principles of conflict of laws. Each Party irrevocably submits itself to the exclusive jurisdiction of the state and federal courts of the State of New Jersey, and agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by any of said courts. Furthermore, each Party hereby irrevocably waives and agrees not to assert any claim that such Party is not personally subject to the jurisdiction of said courts, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper, or that this Agreement may not be enforced in or by such courts.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one agreement. It shall not be necessary in making proof of this Agreement or any document required to be executed and delivered in connection herewith to produce or account for more than one counterpart.

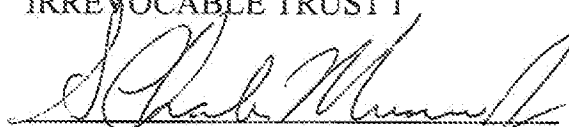
14. Assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party hereto.

15. Additional Assurances. Each Party, at the request of the other Party, agrees to execute such additional instruments and take such additional acts as the requesting Party may reasonably deem necessary to effectuate this Agreement, including, without limitation, in the case of Walsh such endorsements to stock certificates and execution of such stock powers necessary to transfer the Shares to the Trust.

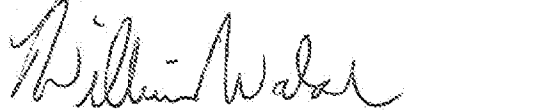
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IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement on the date first above written.

S. CHARLES MUSUMECI, SR. AND  
MARY A. MUSUMECI  
IRREVOCABLE TRUST I

  
S. Charles Musumeci, Jr., Trustee

  
Joseph C. Musumeci, Trustee

  
William (Billy) Walsh

**ASSIGNMENT OF TRADE NAME  
AND  
TRADEMARK SALE**

For the sum of One (\$1.00) Dollar, and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, William (Billy) Walsh, Individually, and Liquid Lightning, Inc., a corporation organized and existing under the laws of the State of New Jersey with its principal office located at 31 Chelsea Way, Bridgewater, New Jersey 08807, (hereinafter collectively referred to as "Assignor"), does hereby assign, convey and transfer to Liquid Lightning, Inc., and its successors and/or assigns, all the Assignor's rights, title and interest in and to the trade name "*Liquid Lightning*"; "*Liquid Lightning Sugar Free*"; "*Lightning Rod*"; and any and all other Trade Names or Trademarks it may own, or have rights to, together with any intellectual property associated with the same including logos, art work or design used by Assignor in connection with the same, whether in the form of advertising, letterhead, business cards, signs or in any other form or context.

**Liquid Lightning, Inc.**

*William Walsh*

By: William (Billy) Walsh, President  
And Authorized Signature

(SEAL)

*6/1/05*

Date:

Attest: *Nichelle Jones*

*William Walsh*

William (Billy) Walsh, Individually

*6/1/05*

Date



State of New Jersey :

SS:

County of Passaic :

I, Jacqueline Azucra a Notary Public of the State of New Jersey, do hereby certify that William (Billy) Walsh, the above named individual, personally appeared before me this day and stated that he is the President and sole Stockholder of Liquid Lightning, Inc., a New Jersey corporation, the assignor(s) named in the above instrument, (Assignment of Trade Name and Trademark Sale) and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, witnessed and attested.

Witness my hand and official seal, this 1<sup>st</sup> day June, 2005.

Jacqueline Azucra  
\_\_\_\_\_  
, Notary Public,

State of New Jersey. My commission expires on  
08-02-05

## STOCK POWER

FOR VALUE RECEIVED, a the undersigned, as the sole and only shareholder of the New Jersey Corporation known as "Liquid Lightning, Inc., hereinafter referred to as the "Corporation"), does herewith sell, assign and transfer to the S. Charles Musumeci, Sr., and Mary A. Musumeci Irrevocable Trust I, its successors and/or assigns all of the issued, authorized and outstanding shares of the stock of the Corporation, namely, One Hundred (100) Shares of the common stock of Liquid Lightning, Inc., standing in the name of the "Corporation" or "William (Billy)Walsh", or both, on the books of said company represented by all of the shares evidenced on Certificate Number 1, inclusive, and doses hereby irrevocably constitute and appoint the attorney for the Company to transfer the said stock on the books of the Company with full power of substitution in the premises.

This 1<sup>st</sup> day of June, 2005.

William Walsh

William (Billy) Walsh, President and Sole  
Stockholder, Liquid Lightning, Inc.

William Walsh

William (Billy) Walsh, Individually

Michelle Jones

Witness