

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371875

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liquid Lightning, LLC		12/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Herbal Mist Limited Liability Company		
<b>Street Address:</b>	789 Harding Highway		
<b>City:</b>	Buena		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08310		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3419160	HERBAL MIST	
<b>Registration Number:</b>	3476687	LIQUID LIGHTNING ENERGY DRINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-2586		
<b>Email:</b>	trademarks@klehr.com		
<b>Correspondent Name:</b>	Lisa A. Lori, Esquire		
<b>Address Line 1:</b>	1835 Market Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	HERBAL MIST		
<b>NAME OF SUBMITTER:</b>	Lisa A. Lori		
<b>SIGNATURE:</b>	/Lisa A. Lori/		
<b>DATE SIGNED:</b>	02/03/2016		
<b>Total Attachments: 5</b>			
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EXHIBIT C

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into on December 8, 2014 ("**Effective Date**"), by and between Liquid Lightning, LLC, a Delaware limited liability company, ("**Assignor**"), and Herbal Mist Limited Liability Company, a New Jersey limited liability company ("**Assignee**").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 8, 2014, by and between Assignor and Assignee ("**Purchase Agreement**") (all capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement); and

**WHEREAS**, pursuant to the Purchase Agreement and as a condition to Closing thereunder, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the registered trademarks described on Schedule A attached hereto, and all other trademarks that are owned by Assignor which are used in or otherwise related to the Business, together with the goodwill associated with any of the foregoing (the "**Trademarks**").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks for the United States and all foreign countries, whether or not trademark registration is secured, including, without limitation, all registrations and applications of any of the foregoing, any renewals and extensions of any of the foregoing, in the United States and elsewhere, and any associated goodwill based on or related to any of the foregoing, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks or injury to the goodwill associated with the Trademarks or registrations or applications thereof); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.
2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

3. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives at Assignee's sole cost and expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to: (1) the preparation and prosecution of any applications for registration, or any applications for renewal, relating to the rights assigned herein; (2) the prosecution or defense of any United States Patent and Trademark Office proceedings, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks or this Agreement; (3) obtaining any additional trademark protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.
4. Notwithstanding anything to the contrary contained herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warrants, warrants and obligations contained in the Purchase Agreement and the Sale Order or the survival thereof. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.
5. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.
6. This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

*[Signature pages follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Liquid Lightning, LLC

By:

Name:

Its:

[Signature]  
ROBERT F. HALAN  
CITICOR FINANCIAL SERVICES

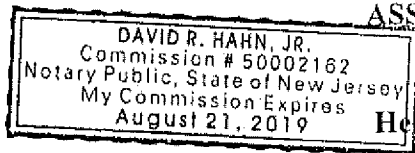
State of New Jersey )  
 ) SS.:  
County of Hunterdon )

On December 9, 2014, before me, Robert Hahn, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
[Signature]

ASSIGNEE:



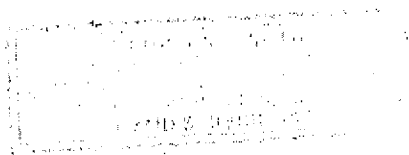
Herbal Mist Limited Liability Company

By:

Name:

Title:

[Signature]  
Sabin  
Member



SCHEDULE A

A. Trademark Registrations And Applications

Trademark	Registration Number	Registration Date	Intl. Class	Status	Owner
HERBAL MIST	3419160	APRIL 29, 2008	30	Registered	Liquid Lightning, LLC

B. Unregistered Trademarks

Liquid Lightning
Herbal Mist logos
Liquid Lightning Logos
Herbal Mist Iced Tea
Liquid Lightning Energy Drink