

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Mr. Martin Mendoza		12/30/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Martinellie, Inc.		
<b>Street Address:</b>	202 Paint Way		
<b>City:</b>	Patterson		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95363		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78957993	ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)287-2583		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(408) 425-8711		
<b>Email:</b>	jlz@hogefenton.com		
<b>Correspondent Name:</b>	Martin Mendoza		
<b>Address Line 1:</b>	202 Paint Way		
<b>Address Line 4:</b>	Patterson, CALIFORNIA 95363		
<b>ATTORNEY DOCKET NUMBER:</b>	80973		
<b>NAME OF SUBMITTER:</b>	Julian L. Zegelman, Esq.		
<b>Signature:</b>	/ Julian L. Zegelman /		
<b>Date:</b>	01/06/2009		

CH \$40.00 78957993

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of December 30, 2008 from Martin Mendoza, an individual ("Assignor") to Martinellie, Inc., a California corporation with a principal place of address at 202 Paint Way, Patterson, CA 95363 ("Assignee").

WHEREAS, Assignor is the owner of the trademark ENERGY, for which an intent-to-use trademark application serial no. 78/957,993 has been filed at the United States Patent and Trademark Office on August 22, 2006 (the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used (the "Products");

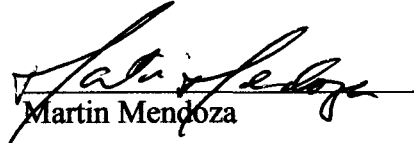
WHEREAS, Assignee is the successor in interest to the business of the Assignor to which the mark pertains, and that business is ongoing and existing; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark and the Property.

NOW, THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark and the Property, together with the (i) the goodwill of the business relating to the Products upon which the Mark is used and for which it is applied for or registered; and (ii) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark and the Property.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, as of the date first above written.

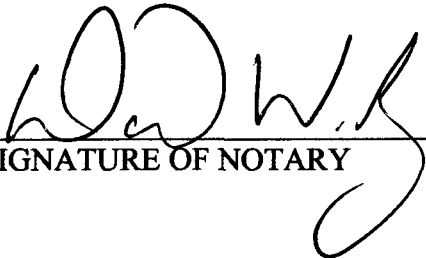
  
Martin Mendoza

State of California )

County of Stanislaus )

Subscribed and sworn to (or affirmed) before me on this 30 day of December, 2008, by Martin Mendoza, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal.

  
SIGNATURE OF NOTARY

