# TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cutting Edge Beverages, LLC		101/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ING Capital LLC
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	85276129	BAD
Serial Number:	85500756	BETTER YOU. BETTER WORLD.
Serial Number:	85344463	СЕВ
Serial Number:	85497635	СОМВАТ
Serial Number:	77420189	СОМВАТ
Serial Number:	85496119	EEZ
Serial Number:	77629517	EEZ
Serial Number:	85500707	ENERGY SCIENCE
Serial Number:	85436072	ENERGY SCIENCE
Serial Number:	85341347	ENERGY SCIENCE THIN
Serial Number:	85172661	FRUTITO
Serial Number:	85485027	GET YOUR BUZZ ON
Serial Number:	85332595	
Serial Number:	77276153	H2ORGANICS TRADEMARK

REEL: 004693 FRAME: 0561

P \$1115.00 85276129

Serial Number:	85258225	JB'S
Serial Number:	78952109	JB'S ICED TEA
Serial Number:	73627510	JUICE BOWL
Serial Number:	72234137	JUICE BOWL
Serial Number:	85301569	JUIC-EEZ TROPIC PUNCH
Serial Number:	85496134	JUST BETTER
Serial Number:	85333565	
Serial Number:	77868593	NUTRI SMOOTHIE
Serial Number:	85494895	NUTRIENT & VITAMIN · INFUSED ·
Serial Number:	77420292	STINGER
Serial Number:	85332526	
Serial Number:	85497610	VITAMIN EEZ
Serial Number:	85290169	VITAMIN H2ORGANICS
Serial Number:	77530441	WILD THING
Serial Number:	77530372	WILD THING
Serial Number:	85268524	WILD THING
Serial Number:	85268543	WILD THING
Serial Number:	75935855	X ADE XTREME THIRST QUENCHER GET IT BACK!
Serial Number:	85254941	X-ADE
Serial Number:	85241604	YES
Serial Number:	85332531	
Serial Number:	85192390	CEB CUTTING EDGE BEVERAGES BETTER YOU BETTER WORLD
Serial Number:	77715063	ENERGY SCIENCE THIN
Serial Number:	77420246	VITAMIN EEZ
Serial Number:	77420122	ENERGY SCIENCE
Serial Number:	77420270	YAZZ
Serial Number:	77420220	MORNING KISS ENERGY BOOST
Serial Number:	77420301	ONLY ORGANIC
Serial Number:	77420157	
Serial Number:	77276183	H2ORGANIX

#### CORRESPONDENCE DATA

 Fax Number:
 (214)758-1550

 Phone:
 214-758-1509

Email: vwalker@pattonboggs.com

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

Correspondent Name: Vicky Walker, Patton Boggs LLP
Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	012639.0122
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	01/06/2012

Total Attachments: 18

source=ING-Whitlock Trademark Security Agreement#page1.tif source=ING-Whitlock Trademark Security Agreement#page2.tif source=ING-Whitlock Trademark Security Agreement#page3.tif source=ING-Whitlock Trademark Security Agreement#page4.tif source=ING-Whitlock Trademark Security Agreement#page5.tif source=ING-Whitlock Trademark Security Agreement#page6.tif source=ING-Whitlock Trademark Security Agreement#page7.tif source=ING-Whitlock Trademark Security Agreement#page8.tif source=ING-Whitlock Trademark Security Agreement#page9.tif source=ING-Whitlock Trademark Security Agreement#page10.tif source=ING-Whitlock Trademark Security Agreement#page11.tif source=ING-Whitlock Trademark Security Agreement#page12.tif source=ING-Whitlock Trademark Security Agreement#page13.tif source=ING-Whitlock Trademark Security Agreement#page14.tif source=ING-Whitlock Trademark Security Agreement#page15.tif source=ING-Whitlock Trademark Security Agreement#page16.tif source=ING-Whitlock Trademark Security Agreement#page17.tif source=ING-Whitlock Trademark Security Agreement#page18.tif

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "<u>Agreement</u>"), dated as of January 4, 2012 is made by and between Cutting Edge Beverages, LLC, a Delaware limited liability company ("<u>CEB</u>"), and ING Capital LLC, a Delaware limited liability company, as agent for the Lenders described below (together with its successors and assigns, in such capacity, "<u>Agent</u>").

#### **Recitals**

- A. Pursuant to that certain Loan and Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Loan Agreement") dated August 16, 2011, by and among Whitlock Packaging Corporation, Agent and the other financial institutions from time to time party thereto (collectively, the "Lenders"), Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to extend credit to or for the account of Borrower.
- B. As a condition to extending credit to or for the account of Borrower, Agent and the Lenders have required the execution and delivery of this Agreement by CEB.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of CEB's (excluding anything owned by a customer of CEB) right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. <u>Security Interest</u>. CEB hereby irrevocably pledges and assigns to, and grants to Agent, for the benefit of the Lenders, a security interest (the "<u>Security Interest</u>") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of CEB. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. CEB authorizes and requests that the

<u>CEB – Trademark Security Agreement</u> 012639.0122\628839.03

Commissioner for Trademarks and any other applicable governmental authority record this Agreement.

- 3. <u>Representations, Warranties and Agreements</u>. CEB represents, warrants and agrees as follows:
  - (a) Existence; Authority. CEB is duly organized, validly existing and in good standing under the laws of the State of Delaware, and this Agreement has been duly and validly authorized by all necessary action on the part of CEB.
  - (b) Trademarks. Exhibit A accurately lists all state, United States and foreign Trademarks owned or controlled by CEB as of the date hereof which have been registered by CEB and accurately reflects the existence and status of such registered Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, CEB owns or controls any registered Trademarks not listed on Exhibit A (other than marks which are not material to CEB's or any of its Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then CEB shall promptly provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.
  - (c) Affiliates. As of the date hereof, no Affiliate of CEB owns, controls, or has a right to have assigned to it any items that would, if such item were owned by CEB, constitute Trademarks. If after the date hereof any Affiliate of CEB owns, controls, or has a right to have assigned to it any such items, then CEB shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to CEB; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a trademark security agreement substantially in the form of this Agreement.
  - (d) **Title.** CEB has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Encumbrances. CEB (i) to the best of its knowledge, will have, at the time CEB acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Encumbrances.
  - (e) No Sale. Except as permitted in the Loan Agreement, CEB will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Agent's prior written consent.
  - (f) **Defense.** CEB will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Encumbrances.

- (g) Maintenance. CEB will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. CEB covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any live registered Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (h) Agent's Right to Take Action. If CEB fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives CEB written notice thereof, or if CEB notifies Agent that it intends to abandon a Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of CEB (or, at Agent's option, in Agent's own name, for the benefit of the Lenders) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, CEB shall pay Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Agent at the Default Rate.
- (i) and exercising its rights under Section 6, CEB hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of CEB with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of CEB, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by CEB under this Section 3, or, necessary for Agent, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. CEB hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement and all obligations of Lenders to extend credit to CEB thereunder has been terminated as

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provided therein and the indefeasible payment in full in cash and performance of all Obligations.

- 4. <u>CEB's Use of the Trademarks</u>. CEB shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) CEB shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter, Agent may, at its option, take any or all of the following actions:
  - (a) Agent may exercise any or all remedies available under the Loan Agreement.
  - (b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.
  - (c) Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, CEB shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.
- 7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to CEB under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights CEB may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of CEB and Agent and their respective participants, successors and assigns and shall take effect when signed by CEB and delivered to Agent, and CEB waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this

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Agreement. A carbon, photographic or other reproduction of this Agreement signed by CEB or of any financing statement authorized by the CEB shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the state of New York, without regard to conflicts of law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law). If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURES PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

CEB:

**CUTTING EDGE BEVERAGES, LLC** 

By: J? Name: Jerry D. Whitlock

Title://President

STATE OF OKLANOMA )
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 4 day of January, 2012, by Jerry D. Whitlock, the President of Cutting Edge Beverages, LLC, a Delaware limited liability company, on behalf of such company.

Notary Public

JEANNE M. KOLAR Notary Public, State of Oklahoma Commission # 03000652 My Commission Expires January 13, 2015

[Signature Page to Trademark Security Agreement]

**AGENT**:

ING CAPITAL LLC

Title: Managing Director

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2012, by William B. Redmond, a Managing Director of ING Capital LLC, a Delaware limited liability company, on behalf of such company.

M

SUSANNE HAYES My Commission Expires June 17, 2013 Notary Public

### **EXHIBIT A**

# UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS AND REGISTRATIONS

(See Attached)

#### **Cutting Edge Beverages**

Trademark Report By Title Search Criteria

ACTIVE 303085

Next Due

Display Options

ClientID

Actions.

Printed: 12/21/2011

COUNTRY	REFERENCE#	FILED	APP#	REG DT	REG#	STATUS	CLASSES
BAD and Desig	ın						
UNITED STATES	303085-00014	03/24/2011	85/276.129			ALLOWED	032
	ORIGINAL DUE	ACTION					

BETTER YOU. BETTER WORLD.

**UNITED STATES** 

303085-00011

02/23/2012

FILE ITU EXTENSION

12/21/2011 85/500,756

PENDING

ORIGINAL DUE ACTION STATUS CHECK 06/21/2012

**CEB & Design** 

UNITED STATES

303085-00015

06/13/2011 85/344,463

ALLOWED

ORIGINAL DUE ACTION 05/08/2012 FILE ITU EXTENSION

**COMBAT & Design (for beer)** 

UNITED STATES

303085-00009

12/16/2011 85/497,635

PENDING

ORIGINAL DUE ACTION 06/16/2012 CONVENTION ENDS

**COMBAT** and Design

UNITED STATES

303085-00012-3

03/12/2008 77/420,189

09/01/2009 3,677,351

REGISTERED 032

ORIGINAL DUE ACTION 09/01/2014 5 YR AFF. REMINDER

EEZ (word)

UNITED STATES

303085-00045

12/15/2011 85/496,119

PENDING

ORIGINAL DUE ACTION 06/15/2012 CONVENTION ENDS

**EEZ and Circular Design** 

UNITED STATES

T11850US00

12/09/2008 77/629,517

ALLOWED

005, 032

Page 1

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG#	STATUS	CLASSES
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	01/07/2010	STATEMENT OF L	SE	i.			
ENERGY SCIE	NCE & Silhouette l	Desian					
JNITED STATES	303085-00033	12/21/2011	85/500,707			PENDING	
	OBIOINAL DUE	ACTION					
	ORIGINAL DUE 06/21/2012	STATUS CHECK					
ENERGY SCIE	NCE and Hourglas	s Design					
UNITED STATES	303085-00008	09/30/2011	85/436,072			PENDING	005, 032
	ORIGINAL DUE	ACTION					
	03/30/2012	CONVENTION EN	DS				
ENERGY COST	NOT THE	umlasa Basis					
ENERGY SCIE	NCE THIN and Hou	irgiass Design					
UNITED STATES	303085-00008-2	06/08/2011	85/341,347			PENDING	005, 032
	ORIGINAL DUE 02/04/2012	ACTION RESPONSE TO O					
FRUTITO COLOMBIA	303085-00017	05/06/2011	11055681		"-	PENDING	032
	ODIONAL DUE	*OTION					
	ORIGINAL DUE 11/06/2012	ACTION STATUS CHECK					
MEXICO	303085-00018	05/04/2011	1175725			PENDING	032
	ORIGINAL DUE	ACTION					
	11/04/2012	STATUS CHECK					
UNITED STATES	303085-00016	11/09/2010	85/172,661			ALLOWED	032
	ORIGINAL DUE	ACTION					
	11/24/2011	STATEMENT OF U	JSE				
VENEZUELA	303085-00019		N/A			PENDING	032
GET YOUR BU	77 ON						
				······			
UNITED STATES	303085-00046	12/01/2011	85/485,027			PENDING	
	ORIGINAL DUE	ACTION					
	06/01/2012	CONVENTION EN	DS				
GIRAFFE DESI	GN						
UNITED STATES	303085-00005	05/27/2011	85/332,595			PENDING	32

COUNTRY	REFERENCE#	FILED	APP#	REG DT	REG#	STATUS	CLASSES
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H2ORGANICS							
AUSTRALIA	303085-00020	08/13/2008	1285582		991198	REGISTERED	005
	ORIGINAL DUE	ACTION					
	08/13/2018	RENEWAL					
RAZIL	T11995BR00	12/03/2008	830002170	12/21/2010	830002170	REGISTERED	
	ORIGINAL DUE	ACTION					
	04/12/2021	RENEWAL					
CANADA	303085-00013-3	10/23/2008	1415603	03/31/2010	TMA763019	REGISTERED	005
	ORIGINAL DUE	ACTION					
	03/31/2025	RENEWAL					
HINA	303085-00021			08/13/2008	991198	REGISTERED	0.05
	ORIGINAL DUE	ACTION					
	08/13/2018	RENEWAL					
UROPEAN UNION (C	303085-00013-4			08/13/2008	991198	REGISTERED	005
	ORIGINAL DUE	ACTION					
	08/13/2018	RENEWAL					
IDIA	303085-00022	11/26/2008	1758104			PENDING	005
	ORIGINAL DUE	ACTION					
	11/26/2018	RENEWAL					
RAEL	303085-00012-8	10/26/2008	216057	11/03/2010	216057	REGISTERED	005
	ORIGINAL DUE	ACTION		•			
	10/26/2018	RENEWAL					
APAN	303085-00013-5			08/13/2008	991198	REGISTERED	005
	ÖRIGINAL DUE	ACTION					
	08/13/2018	RENEWAL					
MEXICO	T11996MX00	10/24/2008	970102	02/12/2009	1,083,900	REGISTERED	
	ORIGINAL DUE	ACTION				•	
	10/24/2018	RENEWAL					
INGAPORE	303085-00013-7			08/13/2008	991198	REGISTERED	005
	ORIGINAL DUE	ACTION					
	08/13/2018	RENEWAL					
OUTH KOREA	303085-00013-6			08/13/2008	991198	REGISTERED	005
	ORIGINAL DUE	ACTION					
	08/13/2018	RENEWAL					
INITED STATES	303085-00012	09/11/2007	77/276,153	10/07/2008	3,513,779	REGISTERED	005
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	10/07/2013	5 YR AFF. REMIN	DER				
VIPO	303085-00013			08/13/2008	991198	REGISTERED	005
	ORIGINAL DUE	ACTION					
	08/13/2013	DEPENDENCY PE	D ENDS				

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG#	STATUS	CLASSES
JB'S and Desig	ın ·						
						PENDING	
CHINA	303085-00024	07/18/2011	9/30384			FENDING	
	ORIGINAL DUE	ACTION					
	01/18/2013	STATUS CHECK					
UNITED STATES	303085-00023	03/04/2011	85/258,225			ALLOWED	032
	ORIGINAL DUE	ACTION					
	02/29/2012	FILE ITU EXTENSI	ΟŅ				
JB'S ICED TEA	and Design						
UNITED STATES	303085-00012-4	08/15/2006	78/952,109	12/18/2007	3,356,386	REGISTERED	032
	ORIGINAL DUE	ACTION					
	12/18/2012	5 YR AFF. REMINI	DER				
JUICE BOWL							
CANADA	303085-00013-8	11/12/1992	716658	06/10/1994	TMA428592	REGISTERED	0.32
	ORIGINAL DUE	ACTION					
	06/10/2024	RENEWAL					
MEXICO	T11997MX00	01/14/2009	983963	07/07/2009	1109073	REGISTERED	
	ORIGINAL DUE	ACTION					
	01/14/2019	RENEWAL					
UNITED STATES	303085-00012-1	10/29/1986	73/627,510	03/15/1988	1,480,990	REGISTERED	032
	ORIGINAL DUE	ACTION					
	03/15/2018	RENEWAL					
UNITED STATES	303085-00012-2	12/07/1965	72/234,137	02/07/1967	823,707	REGISTERED	046
	ORIGINAL DUE	ACTION					
	02/07/2017	RENEWAL .					
JUIC-EEZ TRO	PIC PUNCH and D	esign					
UNITED STATES	303085-00025	04/21/2011	85/301,569	··········		ALLOWED	032
	ORIGINAL DUE	ACTION					
	05/22/2012	FILE ITU EXTENS	ĮON				
JUST BETTER	(word)						
UNITED STATES	303085-00038	12/15/2011	85/496,134			PENDING	
	ORIGINAL DUE	ACTION					
	06/15/2012	CONVENTION EN	IDS.				

COUNTRY	REFERENCE#	FILED	APP#	REG DT	REG'#	STATUS	CLASSES
LEOPARD DES	IGN			-			
UNITED STATES	303085-00003	05/31/2011	85/333,565			PENDING	32
	ORIGINAL DUE 02/04/2012	ACTION RESPONSE TO OA	<b>.</b>				
NUTRI SMOOT	HIE						
UNITED STATES	303085-00026	11/09/2009	77/868,593			ALLOWED	032
	ORIGINAL DUE 12/08/2010	ACTION STATEMENT OF U	SE		•		
NUTRIENT & V	ITAMIN INFUSED	& FLASK Design	1				<u> </u>
UNITED STATES	303085-00048	12/14/2011	85/494,895			PENDING	
	ORIGINAL DUE 06/14/2012	ACTION STATUS CHECK					
STINGER							
UNITED STATES	303085-00027	03/12/2008	77/420,292			ALLOWED	032
	ORIGINAL DUE 09/24/2009	ACTION STATEMENT OF U	SE				
TIGER DESIGN	l .						
UNITED STATES	303085-00002	05/27/2011	85/332,526			PENDING	32
	ORIGINAL DUE 02/04/2012	ACTION RESPONSE TO OA	Ą				
VITAMIN EEZ 8	& Design						
UNITED STATES	303085-00010	12/16/2011	85/497,610			PENDING	
	ORIGINAL DUE 06/16/2012	ACTION CONVENTION EN	DS				
VITAMIN H2OF	RGANICS (STYLIZ	ED)					
UNITED STATES	303085-00028	04/08/2011	85/290,169			ALLOWED	005
	ORIGINAL DUE 04/18/2012	ACTION FILE ITU EXTENS	ION				
WILD THING &	Design				,		
MALAYSIA	303085-00044	11/30/2011	2011055106			PENDING	
							Page 5

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	REFERENCE#	FILED	APP#	REG DT	REG#	STATUS	CLASSES
	ORIGINAL DUE	ACTION			—:: — <del>— . —</del>		
	11/30/2012	POA DUE					
PHILIPPINES	303085-00042	11/29/2011	n/a			PENDING	
	ORIGINAL DUE	ACTION					
	01/29/2012	POA DUE					
WILD THING and	Design (Leopard	1)					
JNITED STATES	303085-00003-2	07/24/2008	77/530,441			ALLOWED	032
	ORIGINAL DUE	ACTION					
	02/11/2010	STATEMENT OF L	SE				
WILD THING and		04/00/2004	0004444			PENDING	032
CHINA	303085-00012-6-1	04/06/2011	93'04141			PENDING	032
	ORIGINAL DUE	ACTION					
	10/06/2012	STATUS CHECK					
EUROPEAN UNION (C	303085-00012-7	04/06/2011	009873381	08/18/2011	009873381	REGISTERED	032
	ORIGINAL DUE	ACTION					
	04/06/2021	RENEWAL					
EDERATION OF RUS	303085-00012-6-3	06/15/2011	2011718831			PENDING	032
	ORIGINAL DUE 12/15/2012	ACTION STATUS CHECK					
NDIA	303085-00012-6-2	04/06/2011	2126329			PENDING	032
	ORIGINAL DUE	ACTION					
	10/06/2012	STATUS CHECK					
INITED STATES	303085-00012-6	07/24/2008	77/530,372	08/09/2011	4,009,800	REGISTERED	032
	ORIGINAL DUE	ACTION					
	08/09/2016	5 YR AFF. REMINI	DER			,	
MIII D THING and	Design (Zebra st	ripes)					
	303085 00004 4	02 (46/2044	85/DER 524			ALLOW/ED	005 032
JNITED STATES	303085-00004-1	03/16/2011	85/268,524			ALLOWED	005, 032
	ORIGINAL DUE	ACTION	·			ALLOWED	005, 032
			·			ALLOWED	005, 032
JNITED STATES	ORIGINAL DUE 03/20/2012	ACTION	·			ALLOWED	005, 032
UNITED STATES  WILD THING and	ORIGINAL DUE 03/20/2012	ACTION	·			ALLOWED	005, 032
	ORIGINAL DUE 03/20/2012 Giraffe Design	ACTION FILE ITU EXTENS	ON				,
UNITED STATES  WILD THING and	ORIGINAL DUE 03/20/2012  Giraffe Design 303085-00003-1	ACTION FILE ITU EXTENS 03/16/2011	ON 85/268,543		-		,
UNITED STATES  WILD THING and	ORIGINAL DUE 03/20/2012  Giraffe Design 303085-00003-1  ORIGINAL DUE 03/20/2012	O3/16/2011  ACTION  STATEMENT OF U	ON 85/268,543 USE				,

TRADEMARK REEL: 004693 FRAME: 0577

COUNTRY	REFERENCE#	FILED	APP#	REG DT	REG#	STATUS	CLASSES
	ORIGINAL DUE	ACTION					
	02/05/2013	6 MO. RENEW RE	MINDER				
X-ADE & Design							
N-ADL & Design					-		
PHILIPPINES	303085-00041	11/29/2011	n/a			PENDING	
	ORIGINAL DUE	ACTION					
	01/29/2012	POA DUE					
X-ADE & Design	in Class 32						
MALAYSIA	303085-00047	11/30/2011	2011055107			PENDING	
	ORIGINAL DUE	ACTION					
	05/30/2013	STATUS CHECK					
X-ADE & Design	in Class 5						
MALAYSIA	303085-00043	11/30/2011	2011055109	······································		PENDING	
	ORIGINAL DUE	ACTION					
	11/30/2012	POA DUE					
X-ADE and Desig	ın						
CHINA	303085-00029	03/30/2011	9279221			PENDING	05
	ORIGINAL DUE	ACTION					
	09/30/2012	STATUS CHECK					
CHINA	303085-00030	03/30/2011	9279281			PENDING	32
	ORIGINAL DUE	ACTION					
	09/30/2012	STATUS CHECK					
EUROPEAN UNION (C	303085-00006-1	03/08/2011	9793266	08/18/2011	9793266	REGISTERED	005, 032
	ORIGINAL DUE	ACTION					
	03/08/2021	RENEWAL					
NDIA	303085-00031	03/14/2011	2114836			PENDING	005, 032
	ORIGINAL DUE	ACTION					
	03/14/2021	RENEWAL					
JAPAN	303085-00006-2	03/10/2011	2011-017333	07/28/2011	2011-017333	REGISTERED	005, 032
	ORIGINAL DUE	ACTION					
	07/28/2021	RENEWAL					
UNITED STATES	303085-00006	03/01/2011	85/254,941			ALLOWED	005, 032
	ORIGINAL DUE	ACTION					
	04/25/2012	FILE ITU EXTENS	IÓN				

COUNTRY	REFERENCE#	FILED	APP#	REG DT	REG#	STATUS	CLASSES
YES and Desig	n						
UNITED STATES	303085-00032	02/14/2011	85/241,604			ALLOWED	032
	ORIGINAL DUE 02/16/2012	ACTION STATEMENT OF U	SE				
ZEBRA DESIGN	V						
JNITED STATES	303085-00004	05/27/2011	85/332,531			PENDING	32
	ORIGINAL DUE	ACTION					
	02/04/2012	RESPONSE TO O	4				
		END OF	REPORT		<u> </u>	TOTAL ITEMS SELECTE	D = (

	Serial Number	Reg. Number	Mark	Filing Date
1	85192390		CEB CUTTING EDGE BEVERAGES BETTER YOU BETTER WORLD)	December 7, 2010
2	77715063		Thin  CIENCE  (ENERGY SCIENCE THIN)	April 16, 2009
3	77420246		vitamin G C Z (VITAMIN EEZ)	March 12, 2008
4	77420122		(ENERGY SCIENCE)	March 12, 2008
5	77420270		(YAZZ)	March 12, 2008

6	77420220	Morning Kiss energy boost	March 12, 2008
		(MORNING KISS ENERGY BOOST)	
7	77420301	ONLY ORGANIC  (ONLY ORGANIC)	March 12, 2008
8	77420157		March 12, 2008
9	77276183	H <sub>2</sub> ORGANIX  (H2ORGANIX)	September 11, 2007

**RECORDED: 01/06/2012**