

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jason E Foster	01/13/2009
RECEIVING PARTY DATA	
Name:	Replenish Bottling, LLC
Street Address:	1041 N. Formosa Ave.
Internal Address:	Suite 225
City:	North Hollywood
State/Country:	CALIFORNIA
Postal Code:	90046
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11463549
CORRESPONDENCE DATA	
Fax Number:	(303)893-1379
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ryan.arney@dgsllaw.com
Correspondent Name:	Ryan Arney
Address Line 1:	1550 17th Street
Address Line 2:	Suite 500
Address Line 4:	Denver, COLORADO 80202
NAME OF SUBMITTER:	Ryan Arney
Total Attachments: 2 source=ReplenishAssignment#page1.tif source=ReplenishAssignment#page2.tif	

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## ASSIGNMENT OF PATENT AND TRADEMARK RIGHTS

Jason E. Foster ( "Assignor"), owns the entire right, title and interest in the following:

(1) the patents ("Patents") and/or the patent applications ("Patent Applications") set forth below, as well as all inventions disclosed in such Patents and Patent Applications (collectively, the "Patent Rights"):

Country	Patent Title	Status	App. Date	Grant Date	No.
Patent Cooperation Treaty	REFILLABLE/REUSABLE MIXER CONTAINER AND METHOD OF USING SAME	Pending	Aug. 4, 2008	N/A	Int'l App. No. PCT/US2008/072134
United States	REFILLABLE/REUSABLE MIXER CONTAINER AND METHOD OF USING SAME	Pending	Aug. 7, 2007	N/A	Appl. No. 11/835,344 Pub. No. US 2008/0035668 A1
	REFILLABLE/REUSABLE MIXER BOTTLE	Pending	Aug. 9, 2006	N/A	App. No. 11/463,549

-and-

(2) the trademark REPLENISH BOTTLING ("Mark"), together with the intent to use application filed with the U.S. Patent and Trademark Office ("USPTO") with serial number 77321243, any other registrations and application related to the Mark, the goodwill of the business symbolized by and associated with the Mark and all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Mark or violations of the licenses of the Mark (collectively, "Mark Rights").

WHEREAS, Assignor desires to contribute the Patent Rights and Mark Rights to Replenish Bottling, LLC, a limited liability company duly organized under and pursuant to the laws of Delaware ("Assignee"), and Assignee desires to acquire the same.

NOW, THEREFORE, in consideration of Units in the Assignee granted to Assignor and other good and sufficient consideration, the receipt of which is hereby acknowledged by Assignor, the Assignor hereby sells assigns, transfers, sets over and contributes, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to (i) the Patent Rights and any continuations, divisionals, continuation-in-part, reissues, reexaminations, extensions, substitutions, all foreign applications claiming priority to any such Patent Rights, inclusively, and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the right to sue for prior infringements of the Patent Rights including the right to recover and retain damages, including provisional or other royalties, and (ii) the Mark Rights, all of the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which such Patents or Mark may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

Assignor hereby covenants and warrants to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Assignment, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Patent Rights and Mark Rights free and clear of any liens or encumbrances, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

Assignor further covenants and agrees to assist Assignee, its successors, legal representatives, and assigns to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done

to perfect and record the assignment contemplated herein and to assist Assignee with the procurement, maintenance, enforcement and defense of the Patent Rights and Mark Rights without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns; and

Assignor hereby requests the USPTO and any and all other applicable domestic and foreign governmental and regulatory authorities to issue any and all aforementioned patents issuing on the Patent Rights or trademark registrations for the Mark to the Assignee.

Date: 1/13/09 JF.

By: Jason E. Foster  
Jason E. Foster

Commonwealth/State of: california

County of: Los Angeles

The preceding Assignment was acknowledged before me this 13TH day of Jan. 2009 by

Jason Eric Foster

[Signature]  
Notary Public

My Commission Expires: 11/21/2012

