

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

J.B. WILLIAMS COMPANY INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Deleware

Execution Date(s) APRIL 12 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THRASHER BEVERAGE CORP.

Internal Address: _____

Address: _____

Street Address: 1745 N. Wilcox #229

City: Los Angeles

State: CA

Country: USA Zip: 90028

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship _____
Citizenship _____
Citizenship CALIFORNIA
Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2211082

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

STYLIZED Z WITH DISTINCTIVE BACKGROUND

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DONALD THRASHER

Internal Address: _____

Street Address: 1745 N. Wilcox # 229

City: Los Angeles

State: CA Zip: 90028

Phone Number: 310-403-0518

Fax Number: _____

Email Address: DONTHRASHER@Z-COLA.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 6871
Expiration Date 03-07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Do [Signature]

Signature

DONALD THRASHER

Name of Person Signing

10-10-04

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

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**Continuation of Information in Item 1 of the Recordation Form
Cover Sheet.**

The name of the second conveying party is L.G.D.S. Holdings L.L.C., a California Limited Liability Company. Citizenship of this entity is California USA.

Execution Date 7-29-04

Nature of Conveyance is an Assignment

PAge #2

ASSIGNMENT AND QUITCLAIM

WHEREAS, J.B. Williams Company, Inc., a corporation of the State of Delaware, with its principal offices at 1101 Westchester Avenue, White Plains, New York 10604 (the ASSIGNOR), is the legal owner in the United States of America, of a trademark referred to as Registration No. 2,211,082 featuring a stylized "Z" with distinctive background for "dietary supplements" in Class 5 (the "Trademark"), which has been adopted for use in connection with a proposed product of ASSIGNOR in the United States of America since at least as early as 1997;

WHEREAS, LGDS Holdings L.L.C., with its principal offices at 1745 N. Wilcox #229, Los Angeles, California (the "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to said Trademark, together with the goodwill of the business symbolized by and attached to said Trademark, as well as all rights and interests in and to said Trademark;


NOW, THEREFORE, in consideration of the sum of ten United States dollars (US\$10.00) paid to ASSIGNOR, the sufficiency and the receipt of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, sets over, and quitclaims to ASSIGNEE, its legal representatives, successors, and assigns, the entire right, title, and interest, in and to said Trademark for use in connection with said goods, in the United States of America, together with the goodwill of the business symbolized by and attached to said Trademark, as well as all rights and interests, both legal and equitable, in and to, and

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TRADEMARK
REEL: 002983 FRAME: 0499

appurtenant to, said Trademark, including all causes of action for the present and/or past infringement of, or unfair competition with, said Trademark.

Signed at White Plains, New York, on this 12th day of April, 2004.


Daniel R. Johnson
Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF WESTCHESTER)

On this 12th day of April, 2004, personally appeared Daniel R. Johnson, to me known, and acknowledged that he executed the foregoing Assignment and Quitclaim.


Notary Public

LEILA J. TOUBIA
Notary Public, State of New York
No. 01T06007692
Qualified in Westchester County,
Commission Expires May 26, 2006

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ASSIGNMENT AND QUITCLAIM

Whereas, LGDS HOLDINGS LLC, a California Limited Liability Company, with its principal offices at 1745 N. Wilcox #229 Los Angeles California (the ASSIGNOR), is the legal owner in the United States of America, of a Trademark referred to as Registration No. 2, 211,082 featuring a stylized "Z" with distinctive background for "dietary supplements" in Class 5 (the Trademark), which has been adopted for use in connection with a proposed product of ASSIGNOR in the United States of America since early 2004;

Whereas, Thrasher Beverage with its principal offices at 1745 N. Wilcox #229, Los Angeles Ca. 90078 (the "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to said Trademark, together with the goodwill of the business symbolized by and attached to said Trademark, as well as all rights and interests in and to said Trademark;

NOW, THEREFORE, in consideration of the sum of ten US Dollars (\$10.00US) paid to ASSIGNOR, the sufficiency and the receipt of which are hereby acknowledged, ASSIGNOR hereby sells, and assigns, the entire right, title, and interest, in and to said Trademark for use in connection with said goods, in the United States of America, together with the goodwill

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TRADEMARK
REEL: 002983 FRAME: 0501

of the business symbolized by and attached to said Trademark, as well as all rights and interests, both legal and equitable, in and to, and appurtenant to, said Trademark, including all causes of action for the present and/or past infringement of, or unfair competition with, said Trademark.

Signed at White Plains, New York, on this 29th day of July 2004.



Donald Thrasher
Managing Member L.G.D.S. Holdings L.L.C.

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