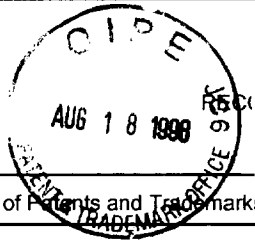


RECORD THIS ONE SECOND

8-18-98



03-03-1999



100919174

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Juana M. Perez-Carrillo (a/k/a Pilar Perez-Carrillo)
 Mercedes Silverman
 Rosa Marin
 Cristina Mellado

Individuals Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name Ernesto Perez-Carrillo, Jr. (Personal Representative)
 Internal Address: _____
 Street Address: P. Cerlis Corp., d/b/a El Credito Corp.
1106 S.W. 8th Street
 City Miami
 State Florida ZIP 33180

Individual -citizenship United States
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporate-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 Additional name(s) & addresses(es) attached?
 Yes No

3. Name of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other PURCHASE AGREEMENT

Execution Date: October 23, 1980

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
 972,740 - LA GLORIA CUBANA;
 966,302 - EL RICO HABANO;
 856,886 - EL CREDITO FABRICA DE TABACOS MIAMI & Design.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: G. Franklin Rothwell
 Internal Address: Rothwell, Figg, Ernst & Kurz, P.C.
 Street Address: Suite 701E, 555 Thirteenth Street, N.W.
 City: _____
 State: Washington, D.C. Zip 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): . . . \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2135

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond A. Kurz
 Name of Person Signing

[Signature]
 Signature

8/18/98
 Date

Total number of pages including cover sheet, attachments and documents: 6

40.00 DP
 50.00 DP

6955

JMARTINS 00008030 978740
 FC-481
 FC-482

AGREEMENT

THIS AGREEMENT is made this 12 day of October, 1980, by and between ERNESTO PEREZ-CARRILLO, JR. (hereinafter the "Purchaser") and JUANA M. PEREZ-CARRILLO (a/k/a PILAR PEREZ-CARRILLO), MERCEDES SILVERMAN, ROSA MARIN and CRISTINA MELLADO (hereinafter the "Sellers").

W I T N E S S E T H :

WHEREAS, Purchaser and Sellers are the devisees and heirs at law of ERNESTO PEREZ-CARRILLO, SR. (hereinafter sometimes the "Deceased"), who died on October 14, 1980, in Miami, Dade County, Florida; and

WHEREAS, the Deceased did own and operate that certain business known as "El Credito Cigar Co." (hereinafter the "Business"), located at 1106 S.W. 8th Street, Miami, Dade County, Florida; and

WHEREAS, Purchaser has agreed to purchase and Sellers have agreed to sell to said Purchaser all of their inherited right, title and interest in and to said Business.

NOW, THEREFORE, it is agreed as follows:

Recitals

1. The above and foregoing recitations are true and correct.

2. Sellers do hereby convey, sell, assign and transfer unto Purchaser all of their right, title and interest in and to the afore referenced Business, including, but not limited to, its trade names, trademarks, machinery, equipment, furniture, lease, bank account and goodwill.

3. The purchase price of said Business shall be Sixty -Two Thousand And No/100 (\$62,000.00) Dollars payable as follows:

A. Twelve Thousand and No/100 (\$12,000.00) Dollars upon the execution of this Agreement.

B. The remaining Fifty Thousand and No/100 (\$50,000.00) Dollars shall be evidenced by two (2) Promissory Notes (hereinafter either the "Notes" or "Note"):

1. One (1) Note shall be in the amount of Ten Thousand Five Hundred and No/100 (\$10,500.00) Dollars without interest and shall be due and payable within thirty (30) days of the date of execution of this Agreement; said Note is to be paid from the proceeds of life insurance on Deceased, but not later than one (1) year from the date hereof. If said Note is paid after thirty (30) days, interest shall accrue at the rate of ten (10%) percent per annum.

2. The other Note shall be in the amount of Thirty-Nine Thousand Five Hundred and No/100 (\$39,500.00) Dollars, shall bear interest thereon at the rate of ten (10%) percent per annum and shall be payable at the rate of Eight Hundred and No/100 (\$800.00) Dollars per month, commencing one (1) month from the date hereof, which payment shall include both principal and interest and shall continue until one (1) year from the date hereof, on which date the entire principal balance together with any accrued interest shall be due and payable in full.

C. The aforesaid Notes shall be secured by a mortgage on the real property located at 870 N.W. 18th Place, Miami, Dade County, Florida, and ~~shall additionally be secured by a Security Agreement on the assets of the afore-referenced business.~~

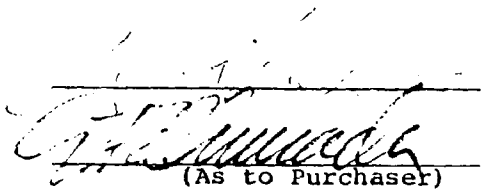
4. Purchaser acknowledges that he is assuming all of the debts and obligations of the Business or in any way connected therewith; Purchaser also acknowledges that he shall assume full responsibility for outstanding debts for funeral, mausoleum and hospital bills of the Deceased, and ownership shall remain in name of Cristina Mellado.

5. Sellers acknowledge that Purchaser may initiate probate proceedings for the Estate of the Deceased, to wit: ERNESTO PEREZ-CARRILLO, SR., and in such event the Sellers shall execute any and all documents necessary to carry out the

intent and purposes of this Agreement and to assist and expedite in any and all ways any such probate proceedings.

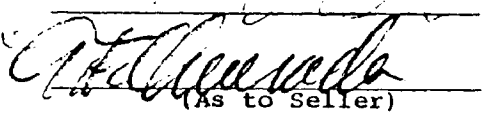
The Sellers further recognize that whereas the deceased had a valid Last Will and Testament dated September 18th, 1980, by which each of the Sellers was to received a twenty (20%) interest in the estate of the deceased, that the Sellers are together with this Agreement executing a Disclaimer, Release and Receipt of Beneficiary intended to Disclaim any and all interest whatsoever that they may have in any property of any type owned by Deceased. The Sellers acknowledge that in return for this Agreement and the purchase as outlined herein by the Buyer, ERNESTO PEREZ-CARRILLO, JR., the Sellers have accepted, and settled their entire claim against the Estate of the Deceased, ERNESTO PEREZ-CARRILLO, however the parties agree that with respect to any property that the Deceased owned in the Country of Cuba, that in the event that relations with said country of Cuba are ever re-established and any claim may be re-imposed on the properties owned by the Deceased in that country that then and at that time any administration or claim upon said properties of the Deceased in Cuba shall be governed according to the wishes of Deceased pursuant to the Last Will and Testament dated September 18th, 1980. i.e. twenty (20%) interest to each beneficiary.

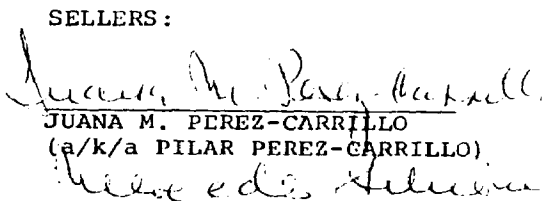
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

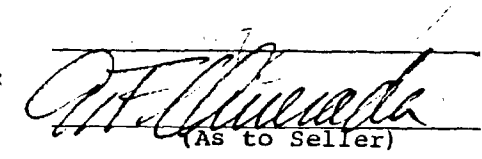

(As to Purchaser)

PURCHASER:

ERNESTO PEREZ-CARRILLO, JR.


(As to Seller)

SELLERS:

JUANA M. PEREZ-CARRILLO
(a/k/a PILAR PEREZ-CARRILLO)


(As to Seller)


MERCEDES SILVERMAN

SELLERS:

[Signature]
[Signature]
(As to Seller)

Rosa Martin Mellado
ROSA MARTIN
MARTIN

[Signature]
[Signature]
(As to Seller)


Cristina Mellado
CRISTINA MELLADO

(ACKNOWLEDGMENTS BEGIN ON PAGE FIVE)

STATE OF FLORIDA :
 : SS
COUNTY OF DADE :


BEFORE ME, the undersigned authority, personally appeared ERNESTO PEREZ-CARRILLO, JR., to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 23rd day of October, 1980.

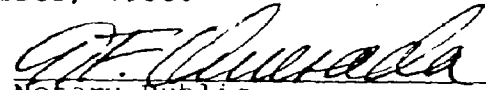

Notary Public,
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 5 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA :
 : SS
COUNTY OF DADE :

 BEFORE ME, the undersigned authority, personally appeared ~~JUANA M. PEREZ-CARRILLO (a/k/a PILAR PEREZ-CARRILLO)~~, MERCEDES SILVERMAN, ~~ROSA MARIN~~ and CRISTINA MELLADO, to me known to be the persons who signed the foregoing instrument and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 23rd day of October, 1980.


Notary Public,
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 5 1982
BONDED THRU GENERAL INS. UNDERWRITERS