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Client Code: CERMEX.002GEN

10-05-1999



HEET

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482 50  
484 120

TO THE ASSISTANT COMMISSIONER OF P.

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attached original documents or copy thereof.

1. Name of conveying party:

Cerveceria Mexicana, S.A. de C.V.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: Mexican corporation

Additional names of conveying party attached?

Yes  No

2. Name and address of receiving party:

**Name:** Cabo Distributing Company, Inc. .

**Address:** 9657 E. Rush Street  
South El Monte, California 91733-1732

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other:

Additional names and addresses attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: February 17, 1999

4. Application numbers and registration numbers:

- a. Trademark Registration Nos.:
- 2,093,334
- 2,145,057
- 2,187,900

Additional numbers attached?  Yes  No

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

**Name:** Catherine J. Holland  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
**Customer No.** 20,995  
**Internal Address:** Sixteenth Floor  
**Street Address:** 620 Newport Center Drive  
**City:** Newport Beach **State:** CA **ZIP:** 92660  
**Attorney's Docket No.:** CERMEX.002GEN

7. Total fee (37 CFR 3.41): \$90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of registrations involved: 3

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.

Catherine J. Holland  
Name of Person Signing

Signature

Date

10/4/99

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

H:\DOCS\GEL\CERMEX\2GEN\LICENSE01.DOC  
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10/05/1999 TTON11 00000099 2093334

40.00 DP  
50.00 DP  
120.00 DP

TRADEMARK  
REEL: 001939 FRAME: 0347

01 FC:481  
02 FC:482  
03 FC:484

## TRADEMARK LICENSE ASSIGNMENT

Trademark License Assignment, dated February 17, 1999, entered by and between Cerveceria Mexicana, S. A. de C. V. (hereinafter referred to as the "Licensor"), and Cabo Distributing Company, Inc. (hereinafter referred to as the "Licensee").

**WHEREAS**, Cerveceria Mexicana, S.A. de C.V. ("Licensor"), a Mexican corporation duly incorporated according to the laws of the Mexican United States, with mailing address of Blvd. Morelos No. 750 – B, Col. Industrial, C. P. 21430, Tecate, Baja California, Mexico, is the owner of the trademarks listed on the attached schedule, which is subject to the registrations in the United States Patent and Trademark Office as stated on said schedule (hereinafter referred as the "Trademarks");

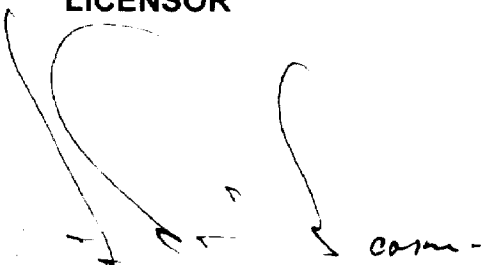
**AND WHEREAS**, Licensor wishes to grant license of use of the Trademarks, to the Licensee., for the Licensed products, including but not limited to Beer (hereinafter referred to as "Licensed Products");

**AND WHEREAS**, Cabo Distributing Company, Inc. ("Licensee"), a U.S. corporation duly incorporated according to the laws of California, with mailing address of 9657 E. Rush St., So. El Monte, CA 91733-1732, is desirous and wishes to acquire the license of use of the Trademark for the Licensed Products;

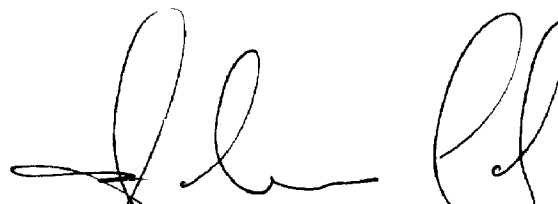
**NOW THEREFORE**, Licensor hereby grants to Licensee the exclusive and non-assignable right to use the Trademarks, to manufacture (by the Licensee or any third parties), to distribute, and to sale of the Licensed Products. The Trademarks license term of this assignment shall be for a period of five (5) years, commencing February 17, 1999 and ending on February 16, 2004. Notwithstanding, the Licensor shall be entitled to cancel this assignment, with a prior written notice of termination, given to the Licensee at least within thirty (30) days.

**LICENSOR**

**LICENSEE**



Cerveceria Mexicana, S.A. de C.V.  
By Joel Lopez Corona  
Sole Administrator



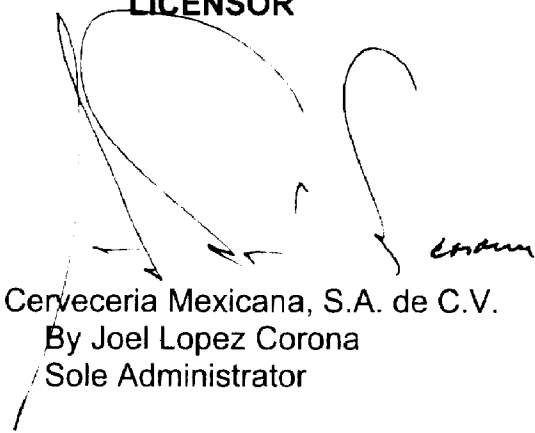
Cabo Distributing Company, Inc.  
By Federico Cabo  
President

**SCHEDULE OF TRADEMARKS**

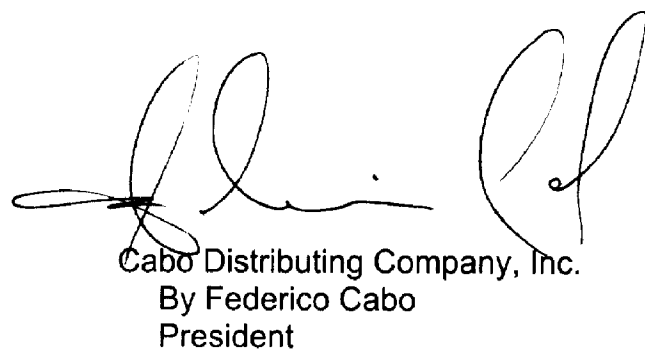
<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MEXICALI	2,093,334	September 2, 1887
MEXICALI	2,145,057	March 17, 1998
MEXICALI and Label Design	2,187,900	September 8, 1998

**LICENSOR**

**LICENSEE**



Cerveceria Mexicana, S.A. de C.V.  
By Joel Lopez Corona  
Sole Administrator



Cabo Distributing Company, Inc.  
By Federico Cabo  
President