

12-06-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

11-16-00

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75209598"/>	<input type="text" value="75209580"/>	<input type="text" value="75209578"/>	<input type="text" value="2219457"/>	<input type="text" value="2219402"/>	<input type="text" value="2217706"/>
<input type="text" value="75188642"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
 Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Mark Kornfeld
Name of Person Signing

[Signature]
Signature

6-21-00
Date Signed

ASSIGNMENT OF TRADEMARKS

**LA CUNA
5 VEGAS
FLOR DEL TODO
ESTRELI GRAN RESERVA
LA ESTRELLA CUBANA
FLOR EXTRA FINA DE TRINIDAD Y HNOS
5 VEGAS GRAN RESERVA**

Between

World Cigars, Inc.
and
Miami Havana Cigars, Inc.

Prepared by Michael I. Santucci, P.A.
4901 North Federal Highway
Suite 440

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**TRADEMARK
REEL: 002189 FRAME: 0280**

Ft. Lauderdale, FL 33308
ASSIGNMENT OF MARK

Parties:

World Cigars, Inc. is a corporation organized under the laws of the State of Delaware, U.S.A and authorized to do business in the State of Florida, having its principal place of business in the State of Florida at 744, S.W. 8th Street, Miami, FL 33130;

And

Miami Havana Cigars, Inc. is a corporation organized under the laws of the State of Florida, U.S.A, having its principal place of business at 1644 S.W. 8th Street, Miami, FL 33135;

Recitals:

WHEREAS World Cigars, Inc. has registered the mark **LA CUNA**, directed to cigars; all not made of precious metals, in the international class 034, on the Principal Register in the United States Patent and Trademark Office, Registration No. 2219457, issued 01/19/1999

WHEREAS World Cigars, Inc. has registered the mark **5 VEGAS**, directed to cigars; cigar humidors; and cigar cutters, cigar cases, cigar lighters, and cigar ashtrays, all not made of precious metals, in the international class 034, on the Principal Register in the United States Patent and Trademark Office, Registration No. 2219402, issued 01/19/1999

WHEREAS World Cigars, Inc. has registered the mark **FLOR DEL TODO**, directed to cigars; all not made of precious metals, in the international class 034, on the Principal Register in the United States Patent and Trademark Office, Registration No. 2217706, issued 01/12/1999

WHEREAS World Cigars, Inc. has applied for registration of the mark **ESTELI GRAN RESERVA** before the US Patent and Trademark Office, Serial No. 75-209598

WHEREAS World Cigars, Inc. has applied for registration of the mark **LA ESTELLA**

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WHEREAS World Cigars, Inc. has applied for registration of the mark **FLOR EXTRA FINA DE TRINIDAD Y HNOS** before the U S Patent and Trademark Office, Serial No. 75-209578

WHEREAS World Cigars, Inc. has applied for registration of the mark **5 VEGAS GRAN RESERVA** before the U S Patent and Trademark Office, Serial No. 75-188642

WHEREAS World Cigars, Inc. is desirous of transferring all rights, title to, interest in and the goodwill of the above-described marks to Miami Havana Cigars, Inc., and Miami Havana Cigars, Inc. is desirous of acquiring such rights and interest.

WHEREAS all facts set forth in each of World Cigars, Inc.'s applications for Federal Trademark Registration, as well as amendments, affidavits, and declarations submitted thereto are true and correct.

THEREFORE, the parties agree as follows:

1. World Cigars, Inc. grants, transfers and conveys all federal, common-law and state rights, title and interests in the above-described marks together with the goodwill and other intangibles of the business symbolized by the above-described trademarks and the right to sue and recover damages and profits for past infringement to Miami Havana Cigars, Inc. in perpetuity.
2. World Cigars, Inc. warrants that the marks are in full force and good standing and that there are no other assignments of rights or licenses granted under this mark or known infringements by or against this mark.
3. World Cigars, Inc. warrants that it has full right, authority and power to transfer these marks and that the marks are transferred free and clear of all liens, encumbrances and adverse claims.

4. World Cigars, Inc. warrants that it is the lawful owner of the above-described marks.
5. World Cigars, Inc. agrees to indemnify, and hold harmless Miami Havana Cigars, Inc., from any and all actions, damages, costs, expenses, appellate costs, post-judgement costs, and fees (including attorney's fees) incurred by Miami Havana Cigars, Inc., in connection with any claim, suit or proceeding instituted against Miami Havana Cigars, Inc. and arising out of the ownership, use, or registration of the above-described marks.
6. **WHEREFORE**, it is further agreed that Miami Havana Cigars, Inc. shall have the following rights, and the World Cigars, Inc. shall have the corresponding duties:
 - (a) The right to be adequately and reasonably defended by World Cigars, Inc. should any suit, liability, claims, actions, demands, or loss arise regarding the above-described marks, and if World Cigars, Inc. fails to provide an adequate and reasonable defense for Miami Havana Cigars, Inc., Miami Havana Cigars, Inc. shall have the right to:
 - i) defend his/herself; and
 - ii) seek compensation for the same from the World Cigars, Inc.; and
 - iii) reasonable cooperation in defense of said suit, liability, claim, action, demand or loss on the part of the World Cigars, Inc.;
 - iv) to settle any action, suit, or claim;
 - b) notwithstanding the rights enumerated in paragraph 6(a), the right to be indemnified for any suit, judgement, liability, claim, action, demand or loss made against Miami Havana Cigars, Inc., with respect to the above-described marks, including reasonable attorney's fees, costs (including appellate costs, and post-judgement costs) and expenses;
 - c) notwithstanding the rights enumerated in paragraph 6(a), the right to undertake and control the defense and settlement of any such claim or suit, with respect to the above-

described marks, and to be reimbursed for any costs, reasonable attorney's fees, and expenses incurred in the defense of such demand or suit, including appellate proceedings and post-judgment proceedings;

d) the right to bring an action or suit to seek recompensation for all reasonable attorney's fees, costs, and expenses required to enforce this agreement;

e) the right to sue and recover damages and profits for past infringement with respect to the above-described marks

7. This agreement shall be binding on and inure to the benefit of the parties, their successors, assigns and personal representatives.

8. This Agreement sets out the entire understanding of the parties and supercedes all and any other agreements, representations, promises and negotiations, whether written or oral.

9. This Agreement shall not be modified except in a writing signed by all the parties. No provision of this Agreement may be waived except by a written waiver signed by both parties.

10. The construction, validity and performance of this Agreement shall be governed by the laws of the State of Florida. In the event that a dispute arises as to enforcement, interpretation or implementation of this Agreement, the parties herein consent to personal jurisdiction in the State of Florida and venue in both the United States District Court in and for the Southern District of Florida, and the Seventeenth (17th) Judicial Circuit Court in and for Broward, County Florida.

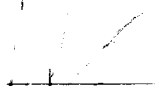
11. In the event that one or more of the provisions or portions of the provisions of the herein Agreement is declared, invalid, void, illegal or unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions or portions of the provisions contained herein shall remain effective and binding, and shall not be affected or impaired thereby.

SIGNATURES

IT IS HEREBY AGREED

World Cigars, Inc.

BY:


Mark Kornfeld
President

Date

07-18-00

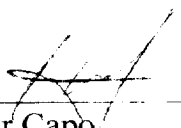
BY:

~~Mark Kornfeld~~
~~personally~~

Date

Miami Havana Cigars, Inc.

BY:


Hector Capo
President

Date

07-17-00