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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS, U.S. DEPARTMENT OF COMMERCE, WASHINGTON, D.C. 20231. See the attached original documents or copy thereof.

1. Name of conveying party(ies):

G.K. Skaggs, Inc. (California corporation)  
2081 Business Center Drive, Suite 285  
Irvine, CA 92612

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation – State of California
- Other:

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

2. Name and address of receiving party(ies):

Name: G.K. Skaggs, Inc. (Nevada corporation)  
Street Address: 218 Elks Point Road, Suite 207  
City: Zephyr Cove State: Nevada ZIP: 89448

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation – State of Nevada
- Other:

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)  
Additional name(s) and address(es) attached?  
 Yes  No

3.20.01

3. Nature of conveyance:

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

Execution Date: January 25, 2001

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

- a. Trademark Application No(s):  
75/889,746; 76/031,882; 75/899,316; 76/031,881;  
76/138,606; and 76/020,948

Additional numbers attached?  Yes  No

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

Name: Stacey R. Halpern  
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 Nos.:  
SKAGGS.001T/002T/003T/004T/005T/006T

7. Total fee (37 CFR 3.41): \$165.00

Enclosed

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 applications and registrations involved: 6

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.

Stacey R. Halpern  
Name of Person Signing

Signature

3/16/01  
Date

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

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

04/05/2001 TDIAZ1 00000125 75899746

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

H:\DOCS\SRH\SRH-5828.DOC:s  
031601

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

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

CERVEZA AUTENTICA CLARA  
CERVEZA BAHIA  
CERVEZA CAGUAMA  
CERVEZA CAMPEON  
CERVEZA NAUTICA  
RIO CLARO

**SCHEDULE B**

Federal Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
CERVEZA AUTENTICA CLARA	75/889,746	01/21/00	32
CERVEZA BAHIA	76/031,882	04/21/00	32
CERVEZA CAGUAMA	75/899,316	01/19/00	32
CERVEZA CAMPEON	76/031,881	04/21/00	32
CERVEZA NAUTICA	76/138,606	10/02/00	32
RIO CLARO	76/020,948	04/07/00	32

TRADEMARK ASSIGNMENT

25<sup>th</sup> of JANUARY

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the ~~3 day of October~~, 2001, by and between G.K. SKAGGS, INC., a California corporation having a place of business at 2081 Business Center Drive, Suite 285, Irvine, CA 92612 (hereinafter referred to as "ASSIGNOR"), and G.K. SKAGGS, INC., a Nevada Corporation, having a place of business at 218 Elks Point Rd, Suite 207 Zephyr Cove, NV 89448 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications owned and used by ASSIGNOR; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Applications owned and used by ASSIGNOR;

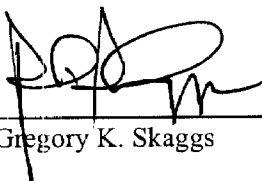
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A; and
- (2) the Applications set forth in Schedule B;

together with the goodwill symbolized by said Trademarks and Applications, owned and used by ASSIGNOR concurrent with the transfer of certain tangible assets as indicia of said goodwill including, but not limited to, product packaging designs, copyrights, market research and development studies, customer lists, and distribution agreements.

Executed at Newport Beach, California, this 25<sup>th</sup> day of JANUARY, 2001

G.K. SKAGGS, INC.  
a California corporation having a place of business at IRVINE CALIFORNIA

By:   
\_\_\_\_\_  
Gregory K. Skaggs