

06-13-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

6-11-01

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 #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- 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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002312 FRAME: 0393

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1876815"/>	<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"/>	<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): \$

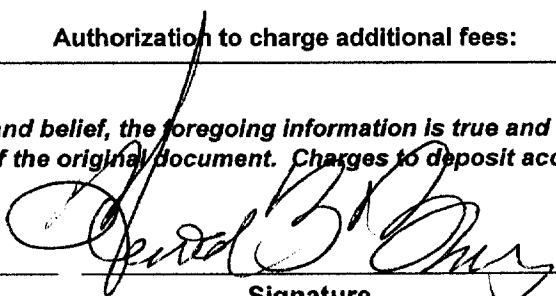
Method of Payment: Enclosed  Deposit Account

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.

Howard B. Barnaby  June 5, 2001

Name of Person Signing Signature Date Signed

UNITED STATES PATENT AND TRADEMARK OFFICE

-----x

Trademark: CARIBE :

Registration No. 1,876,815 :

Registration Date: January 31, 1995 :

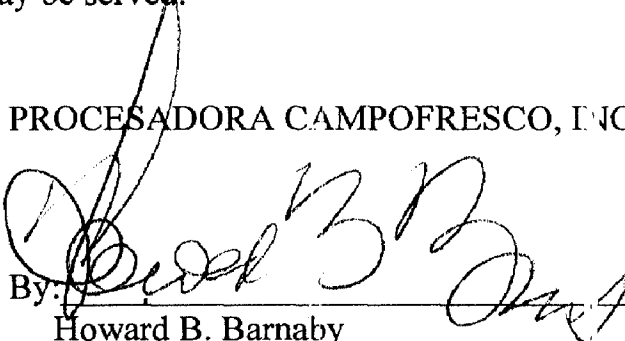
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DESIGNATION OF DOMESTIC REPRESENTATIVE

Howard B. Barnaby, whose postal address is 330 Madison Avenue, Second Floor, New York, New York 10017, is hereby designated Assignee's representative on whom notices of process in proceedings affecting the mark may be served.

Dated: June 5, 2001

PROCESADORA CAMPOFRESCO, INC.

By: 

Howard B. Barnaby  
Attorney for Assignee

TRADEMARK ASSIGNMENT AGREEMENT

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This Trademark Assignment Agreement (this "Agreement") is made and entered into in the city of San Juan, Puerto Rico, as of the 31<sup>st</sup> day of January, 2000 by and between V. SUÁREZ & CO., INC., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico ("Assignor") and PROCESADORA CAMPOFRESCO, INC., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (the "Assignee").

WITNESSETH

WHEREAS, the Assignor has agreed to assign to Assignee all its rights and goodwill in its trademarks "Caribe", "Caribe Isle" and "Malta Caribe" (hereinafter referred to as the "Trademarks") for the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) (hereinafter referred to as the "Purchase Price") to be paid as provided herein;

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks, and the registrations and applications for registration thereof and the goodwill associated therewith; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and in consideration of the premises and the agreements herein, the Assignor hereby agrees with the Assignee as follows:

Section 1. Representations and Warranties of Assignor.

Assignor represents and warrants to Assignee, as follows:

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(a) Authority and Validity. Assignor has the capacity and authority to execute, deliver and perform its obligations under this Agreement.

(b) Binding Effect. This Agreement is the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other laws affecting the enforcement of creditor's rights generally and will be subject to general principles of equity in the event equitable remedies are sought.

(c) Title to the Trademark. Assignor has good, marketable and valid title to the Trademarks. The trademarks "Caribe" and "Caribe Isle" are currently registered in the United States Patent and Trademark Registry ("USPTR") and/or in the Puerto Rico State Department Trademark Registry ("PRSDTR") as reflected in Schedule A attached hereto and made a part hereof. The Trademarks are free and clear of any lien, security interest, claim or encumbrance.

(d) Contracts. There are no material contracts or commitments in connection with the Trademarks, whether written or oral, whether made or not made in the ordinary course of the business, which in any way limits, prohibits or precludes the transactions contemplated and provided for in this Agreement.

(e) No Violation of any Instrument. Assignor is not in violation of or default under, nor has any event occurred that, with or without the giving of notice, lapse of time or the

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occurrence of any other event, would constitute a violation of, or result in the imposition of a lien, claim, or encumbrance upon the Trademarks pursuant to, any law, judgment, order, injunction, or decree to which Assignor is a party, by which Assignor is bound.

(f) Litigation and Claims. Assignor is not a party to, and neither the Trademarks are the subject of or affected by, any pending or threatened suit, claim, action, or litigation with any party or any administrative, arbitration, or other governmental proceeding, investigation or inquiry.

(h) Necessary Approvals and Consents. No authorization, consent, permit or license or approval of, or declaration, registration or filing with the exception of the filing of this Agreement in the USPTR and/or PRSDTR, as the case may be, with any person or governmental or regulatory authority or agency is necessary for (i) the execution and delivery by Assignor of this Agreement and the other agreements executed or required to be executed by Assignor in connection with this Agreement or (ii) the consummation by Assignor of the transactions contemplated by this Agreement.

(i) Accuracy of Information Furnished. No representation or warranty made by Assignor in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not false or misleading.

(j) Survival of Representations. The representations and warranties made in this Agreement by Assignor are correct in

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all material respects and said representations and warranties shall survive the execution of this Agreement.

(k) Reliance. The foregoing representations and warranties are made by Assignor with the knowledge and expectation that Assignee is placing complete and absolute reliance thereon.

Section 2. Representations of Assignee. Assignee represents and warrants to Assignor, as follows:

(a) Authority and Validity. Assignee has the capacity and authority to execute, deliver and perform its obligations under this Agreement.

(b) Binding Effect. This Agreement is the legal, valid and binding obligation of Assignee, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other laws affecting the enforcement of creditor's rights generally and will be subject to general principles of equity in the event equitable remedies are sought.

(c) Accuracy of Information Furnished. No representation or warranty made by Assignee in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not false or misleading.

(d) Survival of Representations. The representations and warranties made in this Agreement by Assignee are correct in

all material respects and said representations and warranties shall survive the execution of this Agreement.

(e) Reliance. The foregoing representations and warranties are made by Assignee with the knowledge and expectation that Assignor is placing complete and absolute reliance thereon.

**Section 3. Purchase Price; Installments.**

The Purchase Price will be paid by Assignee to Assignor as follows:

(i) \$50,000.00 on even date herewith, the receipt of which is hereby acknowledged by Assignor;

(ii) 13 consecutive quarterly installments of THIRTY THOUSAND DOLLARS (\$30,000.00); and

(iii) An fourteenth and last quarterly installment of TEN THOUSAND DOLLARS (\$10,000.00)

The above-mentioned quarterly installments shall be payable on or before the 1<sup>st</sup> day of the first month of each quarter commencing on April 1, 2000.

**Section 4. Assignment of Trademarks.** The Assignor hereby assigns, transfers, conveys unto and sets over to the Assignee all of the Assignor's right, title and interest in and to the Trademarks, whether statutory or at common law, including all registrations and applications for registration thereof, together



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with the existing and ongoing business to which the Trademarks pertains as well as the goodwill of the business and the products and/or services symbolized by the Trademarks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof.

**Section 5. Assignment Absolute.** This Agreement constitutes an absolute assignment to the Assignee of the Assignor's rights, titles and interests in and to the Trademarks. The assignment of the Trademarks hereunder shall be effective automatically, without necessity of any further act by the Assignee.

**Section 6. Indemnity.** Assignor and Assignee agree to indemnify and hold each other harmless from and against any and all claims, demands, charges, losses, damages, liabilities and obligations, including without limitation, reasonable attorneys' and accountants' fees and other costs and expenses incurred as an incident thereto arising out of, based on, or relating to any facts or circumstances that would constitute a breach by the other party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto.

**Section 7. Amendments.** No amendments to any provision of this Agreement shall be effective unless it is in writing and signed by the Assignor and the Assignee. Furthermore, no waiver of any provision of this Agreement and no consent to any departure by the Assignor therefrom shall be effective other than in the specific instance and/or the specific purpose for which given.

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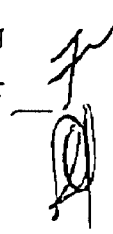
**Section 8. Rights Cumulative.** No failure by a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

**Section 9. Additional documents.** In the event further acts are required from the Assignor, it agrees to execute whatever additional documents may be necessary or convenient to implement the assignment herein made.

**Section 10. Governing Law.** This Agreement shall be conveyed and construed in accordance with the laws of the Commonwealth of Puerto Rico.

**Section 11. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be in effect to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any jurisdiction.

**IN WITNESS WHEREOF,** the Assignor has executed and delivered this Agreement and the Assignee has caused this Agreement to be



executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

ASSIGNEE:

V. SUÁREZ & CO., INC.

PROCESADORA CAMPOFRESCO, INC.

By: Francisco Marrero  
Name: Francisco Marrero  
Title: Chief Financial Officer

By: Rubén Morales  
Name: Rubén Morales  
Title: Vice President

Affidavit Number: 299 (triplicate original)

Subscribed and acknowledged before me by Rubén Morales of legal age, married, executive and resident of San Juan, Puerto Rico, in his capacity as Vice President of Procesadora Campofresco, Inc.; and by Francisco Marrero, of legal age, married, executive and a resident of Corozal, Puerto Rico, in his capacity as Chief Financial Officer of V. Suárez & Co., both to me personally known, at San Juan, Puerto Rico, on this 22nd day of February, 2000.



Jose Ramon Cacho  
NOTARY PUBLIC

SCHEDULE A

A. United States Patent and Trademark Registration Office.

<u>Trademark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CARIBE	32	1,876,815	01/31/95	

B. Puerto Rico State Department, Trademark Registry.

<u>Trademark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CARIBE		17,239	9/08/71	9/08/2001
CARIBE ISLE		17,240	9/13/91	9/13/2001
MALTA CARIBE		(Not registered)		

*Handwritten initials/signature*