

<b>RECORDATION FORM COVERSHEET</b> <b>TRADEMARK ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		
Tabs settings: <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.		
1. Name of conveying party(ies): <u>Arcella Premium Brands LLC</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Arcella Premium Brands LLC</u> Internal Address: _____ Street Address: <u>One Hughes Center Dr.</u> City: <u>Las Vegas</u> State: <u>NV</u> Zip: <u>89109</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State <u>Nevada</u> <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 16, 2001</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/613520</u> <u>76/116847</u> B. Trademark Registration No.(s) <u>2460552</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Mary A. Donovan</u> Internal Address: <u>Donovan &amp; Yee LLP</u>  Street Address: <u>110 Greene Street</u> <u>Suite 700</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10012</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 5px;">3</span>  7. Total fee (37 CFR 3.41) ..... \$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>500357</u> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
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. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Name of Person Signing         </div> <div style="text-align: center;"> <u>Mary A. Donovan</u>            Signature         </div> <div style="text-align: center;"> <u>12/6/2001</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including coversheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;"> </span> </div>		

Mail documents to be recorded with required coversheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment is effective as of January 2, 2001 between the parties herein

WHEREAS, ARCELLA PREMIUM BRANDS LLC, a New York limited liability company, having a principal place of business at One Huges Center Drive - Suite 607, Las Vegas, Nevada 89109, (hereinafter referred to as "ASSIGNOR"), is the owner of the trademarks and record owner of the United States trademark registrations and applications set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made a part thereof, (hereinafter referred to as the "TRADEMARKS"); and

WHEREAS, ARCELLA PREMIUM BRANDS LLC, a Nevada limited liability company, having a principal place of business at One Huges Center Drive - Suite 607, Las Vegas, Nevada 89109 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby transfers and assigns to ASSIGNEE the entire right, title and interest of ASSIGNOR in and to the TRADEMARKS together with the goodwill of the business associated with the TRADEMARKS and the United States and foreign registrations and applications, thereof; and

ASSIGNOR, does hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the

TRADEMARKS, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representative;

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the trademark registrations and applications listed in the annexed Schedule of Trademarks as the property of ASSIGNEE; and

ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARKS and registrations and applications herein assigned.

IN WITNESS WHEREOF, the parties have executed this instrument this 16 day of November, 2001.

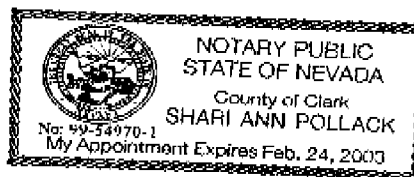
ARCELLA PREMIUM BRANDS LLC

By: [Signature]

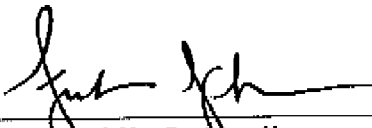
STATE OF Nevada )  
 )ss:  
COUNTY OF Clark )

On this 16<sup>th</sup> day of November 2001, did appear Frank Arcella who to me personally known, did depose and say that he is President of Arcella Premium Brands LLC (a New York company) and is authorized to execute the foregoing instrument on behalf of said company.

[Signature]  
Notary Public



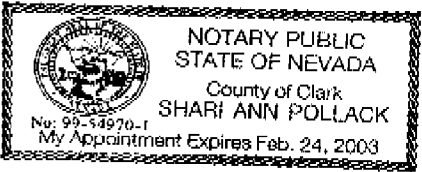
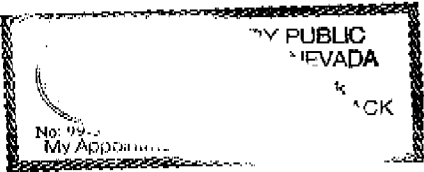
ARCELLA PREMIUM BRANDS LLC

By:   
Franklin J. Arcella  
President

STATE OF Nevada )  
 )ss:  
COUNTY OF Clark )

On this 17<sup>th</sup> day of November 2001, did appear Franklin J. Arcella who to me personally known, did depose and say that he is President of Arcella Premium Brands LLC (a Nevada company) and is authorized to execute the foregoing instrument on behalf of said company.

  
Notary Public



**SCHEDULE OF TRADEMARKS****REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTERED</u></b>
CORAZON DE AGAVE	2,460,552	June 12, 2001

**APPLICATIONS**

<b><u>MARK</u></b>	<b><u>SERIAL NO.</u></b>	<b><u>FILED</u></b>
EL ABRAZO	75/613,520	December 30, 1998
CORAZON & DESIGN	76/116,847	August 25, 2000

**FOREIGN TRADEMARKS**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>REGISTRATION NO.</u></b>
Mexico	CORAZON DE AGAVE	442,185
Mexico	CORAZON DE AGAVE & DESIGN	647,541
Mexico	EL ABRAZO	622,831

**APPLICATIONS**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>SERIAL NO.</u></b>
Canada	CORAZON DE AGAVE	1,048,763
European Union	CORAZON & DESIGN	2,443,661