

04-18-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): SUN TRADING INTERNATIONAL 4-3-02
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State Florida
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies)
Name: VIBO CORPORATION
Internal Address:
Street Address: 2980 NW 108th AVENUE
City: MIAMI State: FL Zip: 33172-1411
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State FLORIDA
[] 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) & address(es) attached? [] Yes [] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 3/1/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75846595
B. Trademark Registration No.(s)
Additional number(s) attached [] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark E. Stein, Esq.
Internal Address: Lott & Friedland, P.A.
Street Address: P.O. Box 141098
City: Coral Gables State: FL Zip: 33114-1098

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
[] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 122155

DO NOT USE THIS SPACE

9. Signature.
Mark E. Stein
Name of Person Signing
Signature
Date APRIL 2, 2002
Total number of pages including cover sheet, attachments, and document: 04

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

04/17/2002 DBYRNE 00000079 75846595 40.00 DP 01 FC:481

TRADEMARK REEL: 002486 FRAME: 0494

ASSIGNMENT OF TRADEMARK AND APPLICATION TO REGISTER
FEDERAL TRADEMARK

This Assignment is entered into as of January 25, 2002 (hereinafter the "Effective Date") between SUN TRADING INTERNATIONAL OF FLA., INC., also known as Sun Trading, Sun Trading International, and/or Sun Trading International Corporation of Florida, a Florida Corporation, having its principal place of business at 260 Crandon Boulevard #32131, Key Biscayne, Florida 33149 (collectively hereinafter "SUN TRADING"),(hereinafter collectively "ASSIGNOR") and VIBO CORPORATION, a Florida Corporation, having its principal place of business at 10807 N.W. 29th Street, Miami, Florida 33172 (hereinafter "ASSIGNEE").

I. RECITALS

1. WHEREAS, ASSIGNOR has adopted, used, and is using the trademark **BRONCO** and as filed an application to register **BRONCO** with the United States Patent and Trademark Office, Serial Number: 75846595, Filing Date: November 12, 1999 (collectively hereinafter the "MARK");
2. WHEREAS, ASSIGNOR desires and agrees to irrevocably assign to ASSIGNEE all of ASSIGNOR'S worldwide rights, title, and interest, in the MARK, in the application to register the MARK, all goodwill associated with, connected to, or symbolized by the MARK, and any logos or artwork incorporating the MARK;
3. WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S worldwide rights, title, and interest in the MARK, in the application to register the MARK, all goodwill associated with, connected to, or symbolized by the MARK, and any logos or artwork incorporating the MARK;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNMENT

4. ASSIGNOR hereby irrevocably assigns to ASSIGNEE, its legal representatives, successors, and assigns, all rights, title, and interest of every kind and character throughout the world, in and to the MARK and the application to register the MARK, including, without limitation, all federal, state, foreign, statutory and/or common law and other rights; all domestic and/or foreign trademark applications and registrations incorporating the MARK, or incorporating any trademarks, terms, or words likely to cause confusion with the MARK, or incorporating the term "BRONCO"; the right to apply for any domestic and/or foreign trademarks incorporating the MARK, or incorporating any trademarks, terms, or words likely to cause confusion with the MARK, or incorporating the term "BRONCO"; all goodwill associated with, symbolized by, or connected with the MARK and the portions of the business of the ASSIGNOR to which the MARK pertains; all causes of actions, rights to causes of action and remedies related

to or arising from the MARK, and/or from the application to register the MARK, including, without limitation, the rights to sue for past, present, or future infringement, misappropriation, or violation of any rights associated with the registration, application to register, adoption and/or use of the MARK and/or any mark that is likely to cause confusion with the MARK; and any other remaining rights and interests arising out of, in connection with, or in relation to the MARK.

REPRESENTATIONS & WARRANTIES

5. ASSIGNOR represents and warrants to ASSIGNEE:

- (a) ASSIGNOR is not aware of any other individual or entity other than Robert J. Gielchinsky and/or North American Tobacco Import Company, a Florida corporation, and/or Productora Tabacalera De Colombia, S.A. - Protabaco S.A., a Colombian corporation, that has, may have, or claims to have any interest in or title to the MARK or the application to register the MARK;
- (b) ASSIGNOR has the full and complete legal right, power and authority to make this Assignment;
- (c) Except as set forth in paragraph 5(a), ASSIGNOR is the exclusive owner of all right, title and interest, including, without limitation, all intellectual property rights, moral rights, and goodwill in, associated with, symbolized by, or connected with the MARK and the application to register the MARK;
- (d) Except as set forth in paragraph 5(a), the MARK and the application to register the MARK are free from any liens, security interests, encumbrances, or licenses or other claims;
- (e) Except as set forth in paragraph 5(a), the Assignor is not aware that the MARK and the application to register the MARK infringes upon any rights of any person and/or entity in the United States and/or any foreign jurisdiction;
- (f) Except as set forth in paragraph 5(a), the Assignor is not aware of any claims, pending or threatened, worldwide, with respect to ASSIGNOR'S rights in the MARK, or in the application to register the MARK;
- (g) ASSIGNOR is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment;
- (h) ASSIGNOR shall not, at any time after the Effective Date of this Assignment, file any domestic and/or foreign trademark applications, and/or secure any trademarks through application, registration, assignment

or otherwise, that include MARK, any trademark likely to cause confusion with the MARK, or that include the term "BRONCO";

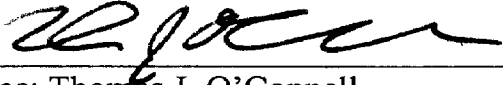
- (i) ASSIGNOR shall not institute proceedings to cancel or challenge the MARK, or to challenge any application to register the MARK in the United States or any foreign jurisdiction;
- (j) ASSIGNOR shall execute and deliver to ASSIGNEE all papers, instruments, and any other papers, as may be reasonably requested by ASSIGNEE to vest all ASSIGNOR'S rights, title, and interest in and to MARK and the application to register the MARK in the ASSIGNEE.

1. ASSIGNOR requests the Commissioner of Patents & Trademarks to issue the Certificate of Registration to ASSIGNEE, VIBO CORPORATION.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by his duly authorized representative as of the Effective Date.

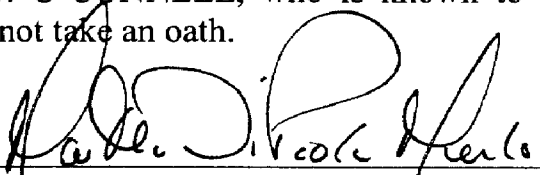
SUN TRADING INTERNATIONAL OF FLA., INC.

Date: MARCH 1, 2002

By: 
 Name: Thomas J. O'Connell
 Title: President of Sun Trading International of Fla., Inc.

STATE OF FLORIDA }
 }SS
 COUNTY OF DADE }

SWORN TO AND SUBSCRIBED before me this First day of March 2002, personally appeared before me, THOMAS J. O'CONNELL, who is known to me or produced as identification and who did or did not take an oath.



 NOTARY PUBLIC

Print Name:

Commission No.:

My commission expires:

File No.: 22026-5010

MARTHA DIPAOLO MERLO
 NOTARY PUBLIC - STATE OF FLORIDA
 COMMISSION # CC924959
 EXPIRES 4/4/2004
 BONDED THRU ASA 1-888-NOTARY