

02-12-2003

LET

Attorney Docket No.: 21936\*3



102363690

To the United States Patent and Trademark Office, Office of Patent Records, and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pueblo International LLC

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

Westernbank Puerto Rico  
Westernbank Financial Plaza  
Suite 600  
269 Muñoz Rivera Avenue  
Hato Rey, Puerto Rico 00918

3. Nature of conveyance:

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: January 30, 2003

☐ Individual(s) citizenship:  
☐ Association:  
☐ General Partnership:  
☐ Limited Partnership:  
☒ Corporation-State: Commonwealth of Puerto Rico  
☐ Other:

If Assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment.)

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,997,786  
2,001,716  
2,509,402  
2,107,331  
2,455,009  
2,540,868

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

Michael L. Lovitz, Esquire  
CONNOLLY BOVE LODGE & HUTZ LLP  
P. O. Box 2207  
1220 Market Street  
Wilmington, DE 19899  
Telephone: (302) 658-9141  
Facsimile: (302) 658-5614

6. Total number of applications and registrations involved: [6]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00  
5 x \$25.00 = \$ 125.00

☒ Authorized to be charged to Deposit Account No. 03-2775.

8. Deposit Account number: 03-2775  
(for any additional fees required)

02/12/2003 JIALANE 00000009 032775 1997786

01 FE:0521 40.00 CH  
02 FE:0522 125.00 CH

DO NOT USE THIS SPACE

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.

Michael L. Lovitz  
Name of Person Signing

Signature

Date

2-11-03

Total number of pages including cover sheet, attachments and document: [ 44 ]

# **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated January 30, 2003 is by and between **PUEBLO INTERNATIONAL LLC**, a limited liability company organized under the state of Delaware, with offices at 1300 NW 22<sup>nd</sup> St. Pompano Beach, Florida 33059 and **WESTERNBANK PUERTO RICO (BUSINESS CREDIT DIVISION)**, a banking corporation organized under the laws of the Commonwealth of Puerto Rico, at Westernbank Financial Plaza, Suite 600, 268 Muñoz Rivera Avenue, Hato Rey, Puerto Rico 00918 ("Secured Party");

## **W I T N E S S E T H:**

**WHEREAS**, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

**WHEREAS**, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Modification and Extension and Security Agreement, dated January 30, 2003, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this agreement (all of the foregoing, together with the Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein s the "Financing Agreements"); and

**WHEREAS**, in order to induce Secured Party to enter into the Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED.

The security interest, lien and other interests granted to Secured Party pursuant to this agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Agreement,

the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting including, without limitation, the filing of any renewal affidavits and applications except for slogans no longer used or useful in the business of Debtor. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Agreement, (ii) the security interests permitted under the Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further

the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party notice within fifteen (15) days thereafter. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other county, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured

Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable in Debtor's business except in regard to slogans no longer used or useful in Debtor's business.. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, cancelled, invalidated, avoided, or avoidable in Debtor's business.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall joint with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provision of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including,

but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses except slogans no longer used or useful in Debtor's business. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT.

All obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES.

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its

discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and then applicable to the Obligations set forth in the Agreement.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Puerto Rico (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the United States District Court for the District of Puerto Rico and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party



deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon them and consents that all such service of process may be made by certified mail (return receipt requested) directed to their address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

PUEBLO INTERNATIONAL LLC  
Executive Offices  
Campo Rico Avenue  
Corner Expressway Loíza  
Carolina, Puerto Rico 00982  
Attention: Office of General Counsel  
Tel.  
Fax:

If to Secured Party:

WESTERNBANK PUERTO RICO  
(Business Credit Division)  
Westernbank Financial Plaza  
Suite 600  
268 Muñoz Rivera Avenue  
Hato Rey, Puerto Rico 00918

Attn: Mr. Miguel Vazquez  
President of the Business Credit Division  
Tel. (787) 754-6560  
Fax: (787) 751-7501

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof" and "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole, proprietorship, partnership, corporation (including, without limitation, any corporation which elects

subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

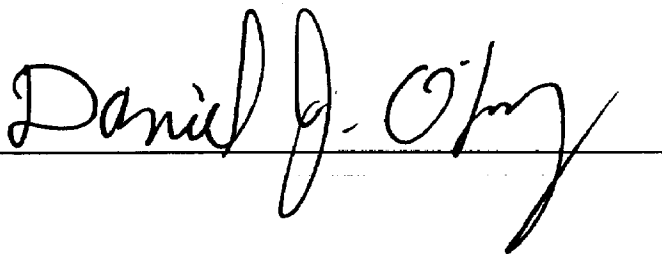
(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

**IN WITNESS WHEREOF**, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

**PUEBLO INTERNATIONAL LLC**

By: 

**WESTERNBANK PUERTO RICO**

**(Business Credit Division)**

By: \_\_\_\_\_

Miguel A. Vazquez

President of the Business Credit Division

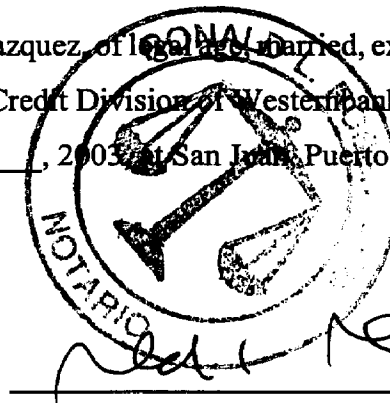
COMMONWEALTH OF PUERTO RICO )

)SS:

MUNICIPALITY OF SAN JUAN )

Affidavit No. 10053  
1053

Acknowledged and subscribed to before me by Miguel A. Vazquez, of legal age, married, executive and resident of San Juan, Puerto Rico as President of the Business Credit Division of Westernbank Puerto Rico, personally known to me this 30th day of January, 2003 at San Juan, Puerto Rico.



NOTARY PUBLIC

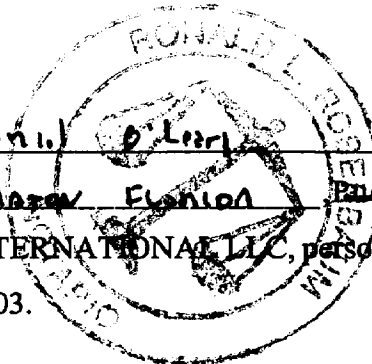
COMMONWEALTH OF PUERTO RICO)

)

MUNICIPALITY OF SAN JUAN )SS:

Affidavit No. 10054

Acknowledged and subscribed to before me by Daniel P. Lopez, of legal age, married, executive and resident of Soca Naranjo Elanion Puerto Rico, as Executive Vice President of PUEBLO INTERNATIONAL LLC, personally known to me at San Juan, Puerto Rico, this 30 day of January, 2003.



NOTARY PUBLIC

**EXHIBIT A**  
**TO**  
**TRADEMARK COLLATERAL ASSIGNMENT**  
**AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**  
**(UNITED STATES)**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
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SEE ATTACHED

<b>Trademark Application</b>	<b>Application/Serial Number</b>	<b>Application Date</b>
----------------------------------	--------------------------------------	-----------------------------

**EXHIBIT A**  
**TO**  
**TRADEMARK COLLATERAL ASSIGNMENT**  
**AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**  
**(CANADA)**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
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<b>Trademark Application</b>	<b>Application/Serial Number</b>	<b>Application Date</b>
----------------------------------	--------------------------------------	-----------------------------

**EXHIBIT B**  
**TO**  
**TRADEMARK COLLATERAL ASSIGNMENT**  
**AND SECURITY AGREEMENT**

**LIST OF LICENSES**  
**(UNITED STATES)**

*no none*



**EXHIBIT C**  
**TO**  
**TRADEMARK COLLATERAL ASSIGNMENT**  
**AND SECURITY AGREEMENT**

**SPECIAL POWER OF ATTORNEY**

COMMONWEALTH OF PUERTO RICO)

) SS:

MUNICIPALITY OF SAN JUAN )

KNOW ALL MEN BY THESE PRESENTS, that PUEBLO INTERNATIONAL LLC ("Debtor"),  
having an office at Campo Rico Queme, Carolina Puerto Rico.

hereby appoints and constitutes, severally, WESTERNBANK PUERTO RICO ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers with Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering an filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and

the Security agreement is terminated in writing by Secured Party.

Dated: 1/30, 2003.

PUEBLO INTERNATIONAL LLC

By: Daniel J. Olney

Title: Executive Vice President  
& Chief Financial Officer

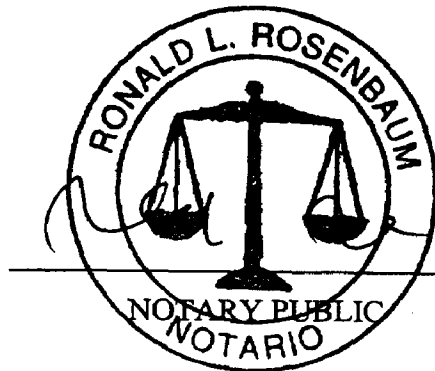
COMMONWEALTH OF PUERTO RICO)

) SS.:

MUNICIPALITY OF SAN JUAN )

AFFIDAVIT NUMBER: 10055  
10054

Sworn and subscribed to before me by DANIEL O. LEON, of legal age, Married, executive, and resident of Boca Raton, Florida ~~Puerto Rico~~ in his capacity as Executive Vice President of PUEBLO INTERNATIONAL, LLC, personally known to me at San Juan, Puerto Rico, this 30 day of January, 2003.



STATUS REPORT ON TRADEMARKS, SERVICE MARKS AND TRADE NAMES  
THAT HAVE BEEN FILED OR REGISTERED IN THE U.S., P.R., FL, U.S.V.I., AND OTHER COUNTRIES

As of January 10, 2003

NAME OF  
MARK

REGISTRATION  
NUMBER

CLASS

APPLICANT'S NAME AND ADDRESS

ATTORNEY'S NAME AND ADDRESS

REGISTRATION  
DATE

EXPIRATION  
DATE

UNITED STATES PATENT & TRADEMARK OFFICE REGISTRATIONS

1.	Pueblo Design (Service Mark)	1,997,786	42	Supermarket and Retail Grocery Store Services	8-10-93	9-3-96 (affidavits of use and contestability filed 4/24/2002)	9-3-2006
2.	Xtra (Service Mark)	2,001,716	42	Supermarket and Retail Grocery Store Services	4-9-92	9-17-96 (affidavits of use and contestability filed and approved and accepted on 06/19/2002)	9-17-2006
3.	PUEBLOXTRA®	Filed 8/15/00; 8/01 accepted for publication; published on August 28, 2001; Granted November 20, 2001 #2,509,402	35	Supermarket and Retail Grocery Store Services	8-15-2000	November 20, 2001	November 20, 2011; Must file affidavit of continued use between 11/20/06 and 11/20/07 or lose the mark

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MARKET NAME		REGISTRATION NUMBER	SECTION/SEQUENCE NUMBER	FILING DATE	EXPIRATION DATE	EXPIRATION DATE	
4.	Pueblo Design	RICE - Agreement reached between Brinker and Pueblo, so new application for rice filed February 14, 2000, Application #75/917,335. PII owner of Registration No. 2,107,331 as of 2/15/00; Pending Declaration on Sections 8 and 15 due by 10/21/03. Accep't'd for pub. 10/24/00; pub'd for opp. purposes March 6/01; Certificate of Registration #2,455,009 dated May 29, 2001	30	Rice	02/14/2000	May 29, 2001  (must file affidavits of use and contestability between 5/29/2006 and 5/29/2007)	May 29, 2011
5.	Pueblo (Stylized)	2,540,868	29	Processed Olives, olive oils, dried canned beans, fluid milk for human consumption, luncheon meat, shrimp not live for human consumption, cheese, cheese food, cheese spreads, cream cheese, cream cheese spreads, queso, peanut butter, jams, fruit preserves, shelled, roasted and processed nuts, pasta, tomato sauce, salad dressings, mayonnaise, pancake syrup, bread and fruit juices, fruit nectors, fruit juice, concentrates, non-alcoholic, carbonated malt based soft drinks.	30	32	

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PUERTO RICO DEPT OF STATE REGISTRATIONS						
1.	Max (Service Mark)	36,763	9	"Electronic Machine that promotes articles for sale in a supermarket; that also gives discount coupons; that gives information about articles subject to discount and that gives information about other sales benefits on articles in the supermarket"	07-06-95	7-06-2005
2.	Pueblo (Trade Name)	0092	N/A	"Supermarket: sale of articles and products for use and consumption"	06-25-93	11-08-93
3.	Pueblo (Name & Design) (Trademark)	34,232	16	"Paper and printed materials products"	03-25-94	10-11-95
4.	Pueblo (Trademark)	34,238	29	"Meats, Meat Sausages and related products"	03-25-94 (update filed 5-8-98)	10-11-95
5.	Pueblo (Trademark)	43,000	29	Attached list of products including nuts, peanut butter, cheese, olives, capers, UHT milk, shrimp, jellies, jams, preserves, luncheon meats and vegetable oil	05-08-98	02/11/2000
6.	Pueblo (Trademark)	34,233	30	"Bread, cookies, cakes, sweets, pastries, toasted bread, rolls, flans, "pastillitos", "tomillos", pancakes and bakery products"	03-25-94	10-11-95
7.	Pueblo (Trademark)	43,001	30	"Pasta; tomato sauce ice cream; salad dressing; steak sauce"	5-8-98	5-8-98
8.	Pueblo (Trademark)	42,999	32	Light beverages "Canned juices and nectars; fresh juices; frozen juices; malt drink."	05-08-98	05-08-98
						05-08-2008

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9.	Pueblo (Name & Design) (Service Mark)	32,995	42	"Sale of articles and products for use and/or consumption"	06-16-93	06-16-93	06-16-03
10.	Pueblo International (Trade Name)	0093	N/A	"Supermarket sale of articles and products for use and/or consumption"	06-25-93	6-25-93	6-25-03
11.	Pueblo Xtra (Trade Name) Intent of Use	0246	N/A	"Services for sale of articles and products for use and/or consumption"	09-19-94	11-14-94	09-19-04
12.	Pueblo Xtra (Trademark) Intent of Use	34,240	29	"Meats, meat sausages and related products"	03-25-94	10-13-95	3-25-2004
13.	Pueblo Xtra (Name & Design) (Trademark) Intent of Use	34,239	30	"Bread, cookies, cakes, sweets, pastries, toasted bread, rolls, flans, "pastelillos", "tornillos", pancakes and bakery products"	03-25-94	3-25-94	3-25-2004
14.	Pueblo Xtra (Name & Design) (Service Mark) Intent of Use	34,237	42	"Services for sale of articles and products for use and/or consumption"	03-25-94	3-25-94	3-25-2004
15.	Xtra (Trade Name)	0091	N/A	"Supermarket sale of articles and products for use and/or consumption"	06-25-93	06-25-93	06-25-03
16.	Xtra (Trademark)	27,716 New registration #42,923	2 (old) 16 (new) 21 (new)	"Receptacles as applied to all types of food containers, including but not limited to, plastic bags, cartons, trays, and plastic wrappers" "brochures, printed material and information, plastic bags, cartons, paper trays, paper tray covers and plastic wrappers."	03-06-87 Renewal filed 4/29/98	03-06-87 Renewal granted as of 4/29/98	First expired 03-06-97, Renewal expires April 28, 2008

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MARK		REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE	EXPIRATION DATE
17.	Xtra (Trademark)	34,234	29	"Meats, meat sausages and related products"	03-25-94	3-25-94	3-25-2004
18.	Xtra (Trademark)	34,235	30	"Bread, cookies, cakes, sweets, pastries, toasted bread, rolls, flans, "pastelillos", "tornillos", pancakes and bakery products"	03-25-94	10-11-95	3-25-2004
19.	Xtra (Name & Design) (Service Mark)	32,994	42	"Sale of articles and products for use and/or consumption"	06-16-93	06-16-93	06-16-03
20.	Xtra Fresh (Name & Design) (Trademark)	34,236	30	"Bread, cookies, cakes, sweets, pastries, toasted bread, rolls, flans, "pastelillos", "tornillos", pancakes and bakery products"	03-25-94	03-25-04	03-25-04
21.	XTRA Preferred (Name & Design) (Trademark)	36,761	16	"Cards to obtain information about articles and discounted articles for sale in a supermarket"	04-03-96	11-25-96	04-03-2006
22.	XTRA Preferred (Name & Design) (Service mark)	36,762	35	"Sales promotion of articles and obtaining discounts on articles for sale in a supermarket through the use of a discount card"	07-06-95	11-25-96	07-06-05
23.	Xtra Super Food Centers (Trade Name) Intent of Use	0090	N/A	"Supermarket sale of articles and products for use and/or consumption"	06-25-93	06-25-93	06-25-03
24.	Xtra Super Food Centers (Trademark) Intent of Use	34,241	29	"Meats, meat sausages and related products"	03-25-94	3-25-94	3-25-2004
25.	Xtra Super Foods Centers (Trademark) Intent of Use	34,244	30	"Bread, cookies, cakes, sweets, pastries, toasted bread, rolls, flans, "pastelillos", "tornillos", pancakes and bakery products"	03-25-94	3-25-94	3-25-2004

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MARK		REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED	REGISTRATION DATE	EXPIRATION DATE
26.	Xtra Super Food Centers (Name & Design) (Service Mark) Intent of Use	32,991	42	"Services for sale of articles and products for use and/or consumption"	06-16-93	09-02-93	09-02-03
27.	Xtra Trim (Trademark)	34,243	29	"Meats, meat sausages and related products"	03-25-94	10-13-95	3-25-2004
28.	Exito (Trade Name)	#597	N/A	"Services for sale of articles and products for use and/or consumption"	11/30/95	07-26-96	11-30-2005
29.	Exito (Name & Design) (Service Mark)	37,496	42	"Services for sale of articles and products for use and/or consumption"	10-29-96	08-18-97	10-29-2006
30.	Pueblo Feliz Navidad (Name & Design) (Trademark)	34,261	16	"Paper products and printed materials"	03-30-94	3-30-94	3-30-2004
31.	(Logo 1) Calidad, Frescura, Variedad, Servicio, Excelencia desde 1955 (Trademark)	34,262	16	"Paper products and printed materials"	03-30-94	10-08-95	3-30-2004
32.	(Logo 2) Calidad, Variedad, y Frescura Garantizada todos los dias! (Trademark)	34,263	16	"Paper products and printed materials"	03-30-94	10-09-95	3-30-2004
33.	Personaje Xtra (Xtra Character)	38,489	42	"Service for offer and sale of articles and products to the consumer"	06-03-96	07-16-97	06-03-06

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34.	Personage Xtra con cinturón de campeón a lo alto (Xtra character with champion's belt above his head)	38,490	42	"Service for offer and sale of articles and products to the consumer"	06-03-96	07-16-97	06-03-2006
35.	Medallion Xtra mas precios bajos y diseño (Xtra Medallion that states "Mas Precios Bajos")	38,491	42	"Service for offer and sale of articles and products to the consumer"	06-03-96	07-16-97	06-03-2006
36.	Tele Deli Pueblo	37,467	42	"Delivery of prepared deli foods as per telephone orders"	11-21-95	07-16-96	11-21-2005
37.	Tele Mercado Pueblo	37,468	42	"Delivery of groceries as per telephone orders"	11-21-95	07-16-96	11-21-2005
38.	SLOGAN "MASI PARA TI..."	41,409	35	"Advertising material"	8-12-97	8-12-97	8-12-2007
39.	PuebloXtra	42,631	42	"Offer and Sale of articles and products to consumers"	03-16-98	3-16-98	3-16-2008
40.	El General Fried Chicken (palabras y diseño)	42,741	29	Fried chicken	03-31-98	3-31-98	3-31-2008
41.	PuebloXtra (Trade name)	936	N/A	"Offer and Sale of articles and products to consumers"	03-31-98	03-31-98	03-31-2008
42.	SLOGAN "Cuenta Con Nosotros"	43,171	35	Advertising Material	07-01-98	07-01-98	07-01-2008
43.	SLOGAN "Como a mi me gusta"	52,550	35	Advertising and Business, Advertising material	01-03-01	12-18-01	12-18-2011

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MARK		REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED	REGISTRATION DATE	EXPIRATION DATE
44.	SLOGAN "Como a mi me gusta"	52,545	16	Paper Products and Printed Materials	3-5-01	3-5-01	3-5-2011
44.	Pueblo Gourmet - design	53,690	35	Advertising and Business	05-08-02	5-29-02	5-29-2012
45.	Pueblo Gourmet - design	53,691	42	Miscellaneous - providing of food and drink	05-08-02	5-29-02	5-29-2012
46.	Pueblo Courtesy Card	51,592	16	Printed materials and paper products	3-5-01	3-5-01	3-5-2011
47.	Pueblo Courtesy Card (word & design)	52,818	35	Advertising and Business Materials			
48.	Pueblo (Stylized Letters)	51,309	16	Printed materials and paper products		8-18-00	Must file affidavit of continued use between 8/18/05 and 8/18/06 or lose the mark Expires: 8-18-2010
49.	Pueblo (Stylized Letters)	51,310	31	Natural agricultural products		8-18-00	Must file affidavit of continued use between 8/18/05 and 8/18/06 or lose the mark Expires: 8-18-2010
50.	Pueblo (Stylized Letters)	51,108	29	Meats and processed foods		8-18-00	Must file affidavit of continued use between 8/18/05 and 8/18/06 or lose the mark Expires: 8-18-2010
51.	Pueblo (Stylized Letters)	51,109	30	Staple foods		8-18-00	8-18-2010
52.	SLOGAN "Detras de ti hay un Pueblo"	51,750	32	Light beverages		3-20-01	3-20-2011

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REGISTERED TRADEMARKS									
MARK	REGISTRATION NUMBER	CLASS	GOODS AND SERVICES	EXPIRATION DATE	RENEWAL DATE	REMARKS	FILED	RENEWAL DATE	REMARKS
53.	SLOGAN "Detras de ti hay un Pueblo" Design	51,755	16	Paper goods and printed matter				3-20-01	3-20-2011
54.	SLOGAN "Detras de ti hay un Pueblo"	51,748	29	Meats and processed foods				3-20-01	3-20-2011
55.	SLOGAN "Detras de ti hay un Pueblo" Design	51,749	30	Staple foods				3-20-01	3-20-2011
56.	SLOGAN "Detras de ti hay un Pueblo"	51,751	35	Advertising and business				3-20-2001	3-20-2011
Registered under Pueblo Entertainment, Inc.									
1.	Credit Protection- Logo Associates - Service Mark	53,688	35	Advertising and Business Material	05-08-02			5-29-02	5-29-2012
FLORIDA REGISTRATIONS									
1.	Xtra Super Food Centers (Service Mark) (Note: XSFC was registered in 45,46 & 52 but expired in 1993)	T09297	42					06-07-98	06-07-2008
2.	Xtra Super Food Centers (Fictitious Name)	G94123900009						Original filing 7? Filed for renewal 11/15/99	12/31/2004 Renew between 7/01 and 12/31/2004
3.	Xtra (Fictitious Name)	G94123900010						05-03-94 Filed for renewal 11/15/99	12/31/2004 Renew between 07-01 and 12-31, 2004

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NAME OF MARK		REGISTRATION NUMBER	CLASS	GOODS AND SERVICES COVERED	EXPIRATION DATE	RENEWAL DATE	REMARKS
4.	Xtra Fresh (Fictitious Name)	G94123900007			05-03-94 Filed for renewal 11/15/99		12/31/2004 Renew between 07-01 and 12-31, 2004
5.	Xtra Trim Trademark	T13140	29, 30, 31		Filed for renewal 1/2000	07-09-90; Renewal registered 2/18/00	07-08-2000 Renewal expires July 9, 2010 (must be renewed within 6 months prior to 7/8/2010)
6.	Xtra Trim (Fictitious Name)	G94123900008			05-03-94 Filed for renewal 11/15/99		12/31/2004 Renew between 07-01 and 12-31, 2004
ANTIGUA & BARBUDA							
1.	Pueblo	217058	29, 30, 32		Antigua - June 21, 2000	11-9-98	11-9-2008

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NAME OF OWNER		REGISTRATION NUMBER		CLASS		GOODS OR SERVICES COVERED		FILING DATE		EXPIRATION DATE	
ARGENTINA											
1.	Pueblo Design	Application #2,178,546 filed 09/30/98 [Published for opposition purposes on 11/25/98; being opposed by Frigorifico San Carlos, S.A.; mediation held 2/16. Conflicts with Frig. settled. Application to continue - 4/00] #1,800,234	30	Pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, rice, crackers, coffee, seasonings, cocktail sauce	9/30/98	July 27, 2000	July 27, 2010 (renewal of the mark is conditional upon the mark being used within the 5 years preceding the expiration date)				
ARUBA											
1.	Pueblo Design	19,559	29, 30, 32		10/7/98	10/16/98	10/15/2008				

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NAME OF MARK		REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE	EXPIRATION DATE
<b>BAHAMAS</b>							
1.	Pueblo Design	Registration #20,991	42	Substances used as food, or as ingredients in food.	October 7, 1998	October 7, 1998	October 7, 2012 (14 yrs)
<b>BARBADOS</b>							
1.	Pueblo Design	Application P6040 filed 10/28/98; pending publication as of 2/00 Granted 2/01 as of 10/11/00 REGISTRATION #81/13642	29	processed olives, olive oils, edible oils, dried and canned beans, capers, cranberry sauce, cranberry jelly, UHT milk, luncheon meat, shrimp, cheese, cheese food, cheese spreads, cream cheese, cream cheese spreads, queso, peanut butters, jams, fruit preserves, nuts	10/28/98	Registration issued on February 28, 2001 for effective date of October 10, 2000	October 10, 2010 (10 yrs and may be renewed for 10 yrs thereafter)
2.	Pueblo Design	Application P6041 filed 10/30/98; pending publication as of 2/00; Granted 2/01 as of 10/11/00 REGISTRATION #81/13643	30	Pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, rice, crackers, coffee, seasonings, cocktail sauce	10/28/98	Registration issued on February 28, 2001 for effective date of October 10, 2000	October 10, 2010 (10 yrs and may be renewed for 10 yrs thereafter)
3.	Pueblo Design	Application P 6042 filed 10/30/98; pending publication as of 2/00; Granted 2/01 as of 10/11/00 REGISTRATION #81/13644	32	fruit juices, fruit neclars, fruit juice concentrates, non-alcoholic malt-based beverages	10/28/98	Registration issued on February 28, 2001 for effective date of October 10, 2000	October 10, 2010 (10 yrs and may be renewed for 10 yrs thereafter)

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MARK NO.	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE	EXPIRATION DATE	
COLOMBIA							
1.	Pueblo Design	Application #98053036 Resolution #09754 Certificate #218759	32	fruit juices, fruit nectars, fruit juice concentrates, non-alcoholic malt-based beverages [translation ours]	9/15/98	July 8, 1999 (5/31/99 is the date of the resolution; but 7/8/99 is the date of the certification of the resolution)	July 8, 2009 (registration is vulnerable to cancellation if mark has not been used for 3 yr period)
CUBA							
1.	Pueblo	Request No. 1772/96 Certificate No. 125 630 Resolution No. 2361/97	42	Supermarket services, sale of articles for use and/or consumption		Resolution is dated September 10, 1997; Certificate is dated September 22, 1997	November 1, 2006
2.	XTRA	Request No. 1773/96 Certificate No. 125 629 Resolution No. 2363/97	42	Supermarket services, sale of articles for use and/or consumption		Resolution and Certificate are dated September 10, 1997	November 1, 2006
DOMINICAN REPUBLIC							
1.	Pueblo Design	Application No. 421,945 Filed 10/28/98; Granted as of 12/30/98 Certificate No. 0101531	Local Class 53	meat, fish, chicken, eggs and hunting animals in fresh state		12/30/98	12/30/2018
2.	Pueblo Design	Application #436,387 filed on 3/11/99; Certificate No. 0103729 granted on 4/30/99	Local Class 54	preserved and salted food	3/11/99	4/30/99	4/30/2019

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NAME OF MARK	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	PRIORITY DATE	REGISTRATION DATE	EXPIRATION DATE
3. Pueblo Design	Filed 7/26/99; AG checking on prior registration by Pueblo Supermarkets (#15487); Filed 7/26/99 Application #453,677; Trademark Certificate 106757 effective 9/15/99	Local Class 55	fresh or dry and preserved fruits and vegetables; [Certificate states "preserved fruits"]		9/15/99	9/15/2019
4. Pueblo Design	Application #436,388 filed on 3/11/99; Certificate No. 0103753 granted on 4/30/99	Local Class 57	bread, food pastry cakes, cocoa, candies chocolates, sugars, sweet honeys, flours	3/11/99	4/30/99	4/30/2019
5. Pueblo Design	Application #436,389 filed on 3/11/99; Certificate No. 0103760 granted on 4/30/99	Local Class 58	mate herb, chicory, tea and coffee and other substances for infusions and hot drinks	3/11/99	4/30/99	4/30/2019
6. Pueblo Design	Application #436,390 filed on 3/11/99; Certificate No. 0103773 granted on 4/30/99	Local Class 59	wines, spumny wines, ciders, beers, alcohol, "aguardientes" and spirituous liqueurs	3/11/99	4/30/99	4/30/2019
7. Pueblo Design	Application #436,386 filed on 3/11/99; Certificate No. 0103783 granted on 4/30/99	Local Class 60	minerals and gaseous waters in general, lemonade, syrups, etc.	3/11/99	4/30/99	4/30/2019

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MARK	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE	EXPIRATION DATE
8.	Pueblo Design	Filed 7/26/99; Application #453,676 Trademark Certificate 106800 effective 9/15/99	Local Class 61	articles for grocery stores, not included in preceding classes [Certificate states "nuts and rice included in this class"]	9/15/99	9/15/2019
9.	Pueblo	15,493	Local Class 54	Preserved and salting food	2/28/67	Pending Certificate of Renewal issuance as of 2/00
10.	Pueblo	15,488	Local Class 56	Fat, butter, cheeses, greases, eatable oils, vinegars, salts and seasonings	2/28/67	Certificate of Renewal issued, but returned to Trademark Office due to typographical errors; Pending receipt of corrected certificate from Akin Gump
11.	Pueblo	15,492	Local Class 57	bread, food pastes, cakes, coca, candies, chocolates, sugars, sweet honeys, flours	2/28/67	Certificate of Renewal issued, but returned to Trademark Office due to typographical errors; Pending receipt of corrected certificate from Akin Gump
12.	Pueblo	15,499	Local Class 58	mate herb, chicory, coca, tea and coffee and other substances for infusions and hot drinks	2/28/67	Pending Certificate of Renewal issuance as of 2/00
13.	Pueblo	15,501	Local Class 59	wines, spume wines, ciders, beer, alcohol, aguardientes and spirituous liquors	3/1/67	Pending Certificate of Renewal issuance as of 2/00

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NOTE 2: ALL BLOCKBUSTERS RELATED TRADEMARKS BELONG TO BLOCKBUSTER ENTERTAINMENT, INC [FRANCHISOR]

MARK	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE	EXPIRATION DATE
14. Pueblo	15,502	Local Class 60	minerals and gaseous waters in general; lemonade, syrups, etc.		3/1/67 Renewed	March 1, 2007
15. PUEBLOXTRA	Application # 2002779539 Registration # 126346 Trademark Certificate # 0126346	Local Class 70	"supermarket and retail groceries store services"	03/12/02	05/15/02	05/15/12
EL SALVADOR						
1. Pueblo	Application #5723-98 filed September 23, 1998; pending publication as of 2/00; published 1/31/01 for opposition purposes; waiting for 60 day pd.; Certificate #76, Book 142 effective 10/24/01	29	Processed olives, olive oils, edible oils, dried and canned beans, capers, cranberry sauce, cranberry jelly, UHT milk, luncheon meat, shrimp, cheese, cheese food, cheese spreads, cream cheese, cream cheese spreads, queso, peanut butter, jams, fruit preserves, nuts	9/23/98	10/24/01	10/24/2011
2. Pueblo	Application #5724-98 filed September 23, 1998; Effective May 31, 2001	30	Pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, rice, crackers, coffee, spices, cocktail sauce	9/19/98	May 31, 2001	May 31, 2011
3. Pueblo	Application #5725-98 filed 9/23/98; pub'd for opp. 9/19/00; Accepted and Effective March 6, 2001.	32	Fruit juice, fruit neclars, concentrated fruit juice, non-alcoholic malt drinks	9/23/98	March 6, 2001	March 6, 2011

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NAME OF MARK	REGISTRATION NUMBER	CLASS	COMPLAINTS/REMARKS COVERED	DATE OF FILING	DATE OF REGISTRATION	DATE OF EXPIRATION
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**FRANCE (INCLUDES FRANCE, FRENCH GUIANA, GUADELOUPE & MARTINIQUE)**

1.	Pueblo Design	Application 98/749,905 filed September 16, 1998	29	Meat, meat products, fish, poultry and game; canned, dried and cooked fruits and vegetables; jellies, preserves, marmalades and compotes; eggs, milk and dairy products; edible oils and fats, processed olives, olive oil, dried and canned beans, cranberry sauce, cranberry jelly, UHT milk, canned meat, shrimp (not live), cheeses, cheese products, cheese spreads, cream cheese, cream cheese spreads, peanut butter, dried nuts.	9/16/98	9/16/98	9/16/2008 [NOTE: non-use of mark in France for five year period may result in the lapsing of rights; and non-use constitutes a bar to filing a valid opposition based on the mark]
2.	Pueblo Design	Application 98/749,905 filed September 16, 1998	30	Coffee, coffee substitutes, tea, cocoa, sugar, rice, tapioca, sago, flours, cereal preparations, bread, cakes and pastries, yeast and baking powder, candies, "glaces comestibles" (sherbert?), honey molasses syrup, salt, mustard, vinegar, sauces (condiments); spices, "glace a rafraichir" (sorbet?), capers, pasta, tomato sauce, ice cream, dressings, mayonnaise, pancake syrup, saltine, seasonings, cocktail sauces	9/16/98	9/16/98	9/16/2008 [NOTE: non-use of mark in France for five year period may result in the lapsing of rights; and non-use constitutes a bar to filing a valid opposition based on the mark]

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NAME OF MARK	REGISTRATION NUMBER	YEARS	CLASS OF SERVICES/GOODS	FILED	REGISTRATION DATE	EXPIRATION DATE
3. Pueblo Design	Application 98/749,905 filed September 16, 1998	32	Nonalcoholic beverages and beverage concentrates (except for those based on coffee, tea or cocoa, and milk drinks); beer, mineral and gaseous water, fruit drinks and fruit juice; syrups, fruit nectars, fruit juice concentrates, nonalcoholic malt-based drinks	9/16/98	9/16/98	9/16/2008 [NOTE: non-use of mark in France for five year period may result in the lapsing of rights; and non-use constitutes a bar to filing a valid opposition based on the mark]

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NAME OF MARK		REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE	EXPIRATION DATE
HAITI							
1.	Pueblo Design	Trademark Certificate No. 155/120	29	Processed olives, olive oils, edible oils, dried and canned beans, capers, cranberry sauce, cranberry jelly, UHT milk, luncheon meat, shrimp, cheese, cheese food, cheese spreads, cream cheese, cream cheese spreads, queso, peanut butter, jams, fruit preserves, nuts		May 25, 1999	May 25, 2009 (Must file a declaration that mark is still in use in Haiti or a declaration that the temporary non-use of the mark is due to special circumstances between 5/25/04 and 8/25/04)
2.	Pueblo Design	Trademark Certificate No. 156/120	30	Pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, rice, crackers, coffee, spices, cocktail sauce		May 25, 1999	May 25, 2009 (Must file a declaration that mark is still in use in Haiti or a declaration that the temporary non-use of the mark is due to special circumstances between 5/25/04 and 8/25/04)
3.	Pueblo Design	Trademark Certificate No. 157/120	32	Fruit juice, fruit nectars, concentrated fruit juice, non-alcoholic malt drinks		May 25, 1999	May 25, 2009 (Must file a declaration that mark is still in use in Haiti or a declaration that the temporary non-use of the mark is due to special circumstances between 5/25/04 and 8/25/04)
JAMAICA							

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NAME OF MARK	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	DATE OF FILING	REGISTRATION DATE	RENEWAL DATE
1. Pueblo Design	Application #29/1629 filed September 16, 1998; Accepted and published for opposition 7/16/99. CERTIFICATE NO. 33,958 granted as of 9/16/98	29	meat, fish, poultry and game, meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and milk products; edible oils and fats; salad dressings; preserves including processed olives, olive oils, edible oils, dried and canned beans, capers, cranberry sauce, cranberry jelly, UHT milk, luncheon meat, shrimp, cheese, cheese food, cheese spreads, cream cheese, cream cheese spreads, queso, peanut butter, jams, fruit preserves, nuts.	9/16/98	9/16/98	September 16, 2005 (7 yrs for first period and is renewable for every 14 yrs thereafter)
2. Pueblo Design	Application #30/2444 filed September 16, 1998; Accepted and published for opposition 7/16/99. Certificate #33,983; Registered as of 11/30/99 #33,983	30	coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee, flour and preparations made from cereals, bread, pastry and confectionery; ices, honey, treacle, yeast, baking-powder, salt, mustard, vinegar, sauces (except salad dressings), spices, ice including pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, rice, crackers, coffee, seasonings, cocktail sauce	9/16/98	9/16/98	9/16/2005 (7 yrs for first period and is renewable for every 14 yrs thereafter)
3. Pueblo Design	Application #32/1411 filed September 16, 1998; Accepted and published for opposition 7/26/99. CERTIFICATE NO. 33,958 granted as of 9/16/98	32	beers, mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages including fruit nectars, fruit juice concentrates, non- alcoholic malt-based beverages	9/16/98	9/16/98	9/16/2005 (7 yrs for first period and is renewable for every 14 yrs thereafter)

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NETHERLANDS ANTILLES (INCLUDES CURAÇAO & BONAIRE)											
1.		Pueblo Design	No.21,115	29, 30, 32	Translation from Dutch: Class 29: meat, fish, poultry and game; meat extracts, preserved, dried and cooked fruits and vegetables; jellies, jams; eggs, milk and dairy products; oils and fats; salad dressings; canned foods Class 30: coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee products; flour and wheat products, bread and pastries, ice cream; honey, molasses syrup, yeast, yeast powder, salt, mustard, vinegar, sauces; spices; ice. (Salad dressing was put in Cl 29.) Class 32: beer, mineral and carbonated water and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other ready-to-mix ingredients for drinks.						
NICARAGUA											
1.		Pueblo Design	Application #98-14715 filed December 3, 1998; published for opposition purposes in 3/99; Certificate of Registration #4565205 filed under #43,605C.C., Page 94, Book CXLVI granted 4/10/00.	29	Processed olives, olive oils, edible oils, dried and canned beans, capers, cranberry sauce, cranberry jelly, UHT milk, luncheon meat, shrimp, cheese, cheese food, cheese spreads, cream cheese, cream cheese spreads, queso, peanut butter, jams, fruit preserves, nuts						
					December 3, 1998	April 10, 2000	April 9, 2010				

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NAME OR MARK	REGISTRATION NUMBER	TEARS	GOODS OR SERVICES COVERED	FILING DATE	REGISTRATION DATE	EXPIRATION DATE
2. Pueblo Design	Application #98-04714 filed December 3, 1998; published for opposition purposes 3/99; Certificate of Registration should be issued 3/00; Registered as of April 4, 2000 #43,557 C.C. (Notification issued 1/24/02)	30	Pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, rice, crackers, coffee, seasonings, cocktail sauce	December 3, 1998	April 4, 2000 (notification issued 1/24/02)	April 3, 2010
3. Pueblo Design	Application #98-04713 filed December 3, 1998; published for opposition purposes 3/99; Certificate of Registration should be issued 3/00; Registered as of April 9, 2000 #43,604 C.C. (Notification issued 1/24/02)	32	Fruit juices, fruit nectars, fruit juice concentrates, non-alcoholic malt drinks	December 3, 1998	April 10, 2000 (notification issued 1/24/02)	April 9, 2010
PANAMA						
1. Pueblo Design	Application No. 098334 filed January 13, 1999; Certificate No. 98334 issued 6/2000 effective 1/13/99	32	Fruit juice, fruit nectars, concentrated fruit juice, non-alcoholic malt drinks	1/13/99	1/13/99	1/13/2009

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MARK	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	FILED DATE	REGISTRATION DATE
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UNITED KINGDOM

1.	Pueblo Design	Application #2177058 filed September 11, 1998	29, 30, 32	Accepted as of July, 1999 for processed food products rather than natural produce. Therefore some amendments made. Class 29 - capers amended to preserved capers; Class 32, fruit juices amended to fruit juice drinks; <u>RICE IS EXCLUDED ENTIRELY</u> due to prior mark with similar name. Coffee was amended to "pre-roasted and instant." Nuts were amended to "salted, roasted and preserved nuts" "Queso" amended to "cheese sauce dip" as of 9/99. All other products accepted as originally filed.  Class 29: Processed olives, olive oils, edible oils; dried and canned beans; preserved capers; cranberry sauce, cranberry jelly, UHT milk, luncheon meat, shrimp, cheese, cheese food, cheese spreads, cream cheese spreads, queso (cheese sauce dip); peanut butter, jams, fruit preserves; salted, roasted and preserved nuts. Class 30: Pre-roasted and instant coffee, pasta, tomato sauce, ice cream, salad dressings, mayonnaise, pancake syrup, bread, crackers, seasonings, cocktail sauce;			September 11, 2008
		Published for opposition purposes on 10/27/99 - three months for possible opposition the proceeds to registration					
		Registration Certificate Issued February 11, 2000					

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MARK	REGISTRATION NUMBER	CLASS	GOODS OR SERVICES COVERED	INDICATED	REGISTERED DATE	EXPIRATION DATE
VENEZUELA						
1.	PUEBLO	8346-93	03		8/22/95	
2.	PUEBLO	8352-93	32		8/22/95	
3.	PUEBLO	8353-93	42		8/22/95	
4.	PUEBLO X TRA	8325-93			8/22/95	
5.	PUEBLO X TRA	8326-93	31		8/22/95	
6.	PUEBLO X TRA	8327-93	32		8/22/95	
7.	PUEBLO X TRA	8331-93	35		8/22/95	
8.	PUEBLO X TRA	8334-93	30		8/22/95	
9.	PUEBLO X TRA	8362-93	05		8/22/95	
10.	PUEBLO X TRA	8363-93	03		8/22/95	
11.	X-TRA	8332-93	03		8/22/95	

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TRADEMARK

RECORDED: 02/12/2003

REEL: 002669 FRAME: 0779