

07-15-2003

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FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

102492796

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

1. Name of Conveying party(ies):

Salvi Enterprises Corp. 6043 NW 167 Street Suite A-25 Miami, Florida 33015

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

2. Name and address of receiving party(ies)

Alad Enterprises Corp. FLORIDA CORPORATION 6095 NW 167 Street Suite D-8 Miami FL 33015

3. Nature of conveyance:

- [x] Assignment [] Security Agreement [] Other [] Merger [] Change of Name

Execution Date: 6/19/2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

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

A. Trademark Application Number(s) 76/285713

NEW MAX

B. Trademark Registration Number(s)

Additional numbers attached? [] Yes [] No

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

Name: Corporate Creations International Inc. Internal Address: Attention: Luis A. Uriarte Street Address: 941 Fourth Street City: Miami Beach State: FL ZIP: 33139

6. Total number of applications and registrations involved [1]

7. Total fee (37 CFR 3.41):

- [] \$40 check enclosed for regular service [x] \$160 check enclosed for EXPEDITED SERVICE [] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

852 40.00 8523. 120.00

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.

Luis A. Uriarte

Name of Person Signing

Signature

July 11, 2003

Date

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

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

Assistant Commissioner for Trademarks

Box Assignments

1213 Jefferson Davis Highway

07/15/2003 EDDOPER 00000233 76285713

01 FC:8511 40.00 OP 01 FC:8523 120.00 OP

TRADEMARK REEL: 002682 FRAME: 0974

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made effective and entered into as of the ____ day of May, 2003, by and between **SALVI ENTERPRISES CORP.**, a Florida corporation, having its address at 6043 N.W. 167 Street, Suite A-25, Miami, Fl. 33015 (hereinafter "ASSIGNOR") and **ALAD ENTERPRISES CORP.**, a Florida corporation, having an address of 6095 NW 167 Street, Suite D-8, Miami, Fl. 33015 (hereinafter "ASSIGNEE") (collectively the "Parties").

RECITALS:

WHEREAS, ASSIGNOR has applied for the registration with the United States Patent and Trademark Office of the trademark known as "NEW MAX," filed on July 16, 2001 and having Serial No. 76/285713, (hereinafter "NEW MAX" or "TRADEMARK"). (A copy of U.S. Trademark Application for NEW MAX is attached hereto as Exhibit "A");

WHEREAS, the trademark application for NEW MAX is currently pending with the United States Patent and Trademark Office and a registration for said Trademark has not yet been issued;

WHEREAS, ASSIGNOR hereby wishes to assign any and all of the rights, title and interest in, to and under NEW MAX that it presently has or that it may have in the future, and all reissues and extensions thereof, and all applications for a trademark which have been or may hereafter be filed for NEW MAX worldwide, and all Trademarks which have been or may be granted for NEW MAX worldwide and all extensions, renewals and reissues thereof, together with any and all rights of priority relating to said applications and said Trademarks (hereinafter "TRADEMARK RIGHTS"); and

WHEREAS, ASSIGNEE wishes to obtain the entire Trademark Rights to NEW MAX and is legally entitled to acquire the Trademark Rights, together with all documents, exhibits and agreements incorporated therein;

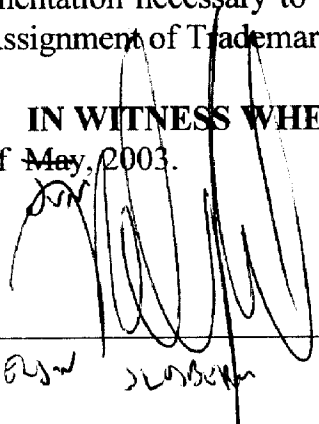
NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the ASSIGNOR hereby sells and assigns to the ASSIGNEE, its successors, legal representatives and assigns the entire right, title and interest in, to and under the Trademark Rights and all reissues and extensions thereof, and all Trademarks of the United States which may be granted to ASSIGNOR thereon and all reissues and extensions thereof, and all applications for Trademarks which have been or may be hereafter filed by ASSIGNOR for NEW MAX worldwide, and all Trademarks which may be granted for NEW MAX worldwide and all extensions, renewals and reissues thereof, together with any and all rights of priority relating to NEW MAX, said applications and said Trademarks; and the ASSIGNOR hereby authorizes and requests any Official of any country worldwide whose duty it is to issue trademarks on applications as aforesaid, to issue all Trademarks for NEW MAX to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this

Assignment.

The ASSIGNOR further agrees to communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting said Trademark and the Trademark Rights, and testify in any legal proceeding, sign all lawful papers, execute all oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce property trademark protection for NEW MAX in the United States and worldwide.

The Parties agree to execute promptly, upon request from the other party, any and all documentation necessary to carry out the terms of this Assignment, including, but not limited to, any Assignment of Trademark for recording in the U.S. Patent and Trademark Office.

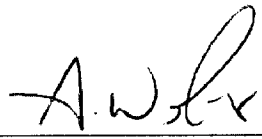
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 19 day of ~~May~~, 2003.



Neil

ASSIGNOR:

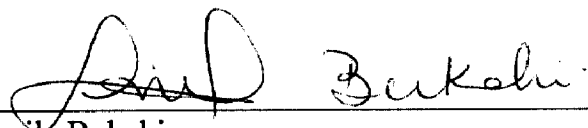
SALVI ENTERPRISES CORP., a Florida corporation

By: 

Name: Alexandre Wolak
Title: Vice-President

ASSIGNEE:

ALAD ENTERPRISES CORP., a Florida corporation

By: 

Name: Leila Bukahi
Title: Manager