

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Cu-Avana, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Miami-Havana Cigars, Inc.

Internal

Address:

Street Address: 939 Southwest 9th Street

City: Miami State: FL Zip: 33130

- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/30/2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) No. 2,257,792;

No. 2,243,614

Additional number(s) attached  Yes  No

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

Name: David M. Perry, Esquire

Internal Address: Blank Rome LLP

9th Floor

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

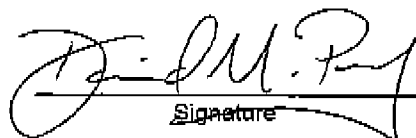
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DO NOT USE THIS SPACE

9. Signature.

David M. Perry

Name of Person Signing



Signature

October 9, 2003

Date

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

13

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

**ASSIGNMENT OF TRADEMARKS**

**HUMI-CARE  
CU-AVANA  
CEDAR-FRESH**

Between

**MIAMI HAVANA, CIGARS, INC.  
and  
CU-AVANA, INC.**

Prepared by Michael I. Santucci, P.A.  
4901 North Federal Highway  
Suite 440  
Ft. Lauderdale, FL 33308

**ASSIGNMENT OF MARK**

Parties:

CU-AVANA, INC. is a Florida corporation with its principal place of business located at 3651-S.W. 132 Avenue Miami, Florida 33175; (hereinafter referred to as ASSIGNEE);

And

MIAMI HAVANA CIGARS, INC. is a Florida corporation, with its business address at 939 Southwest 9<sup>th</sup> Street, Miami, Florida 33130 hereinafter referred to as ASSIGNOR);

LUIS CUELLO is deceased, and was the president of CU-AVANA, INC.

NILDA CUELLO is a resident of the State of Florida, residing at 3651 S.W. 132 AVE MIA, FL 33175 and is the spouse and heir of LUIS CUELLO;

Recitals:

WHEREAS ASSIGNOR. is the owner of certain Trademarks;

WHEREAS ASSIGNOR is desirous of transferring all rights, title to, interest in and the goodwill of the above-described marks to ASSIGNEE, and ASSIGNEE is desirous of acquiring such rights and interest

WHEREAS all facts set forth in each of ASSIGNOR's, applications for Federal Trademark Registration, as well as amendments, affidavits, and declarations submitted thereto are true and correct.

THEREFORE, the parties agree as follows:

1. ASSIGNOR grants, transfers and conveys all federal, common-law and state rights, title and interests in the following-described marks together with the goodwill and other intangibles of the business symbolized by the above-described trademarks and the right to sue and recover damages and profits for past, infringement to ASSIGNEE in perpetuity.

CU-AVANA, directed to tobacco, premium cigars, humidors and accessories therefor, not of precious metal, in the international class 034, on the Principal Register in the United States Patent and Trade-mark Office, Registration No. 2257792, Serial No. 75/320,460, issued 06/29/99.

CEDAR-FRESH, directed to cigar accessories, namely, humidors and accessories therefor, not of precious

metal, in the international class 034, on the Principal Register in the United States Patent and Trademark Office, Registration No. 2243614, Serial No. 75/320,459, issued 05/04/99.

HUMI-CARE, directed to humidors and cigar cases, not of precious metal, in the international class 034, abandoned on 08/25/1999 in the United States Patent and Trademark Office, Serial No. 75323,393, filed on 07/11/97.

- 2. ASSIGNOR warrants that there are no other assignments of rights or licenses granted under this mark or known infringements by or against this mark.
- 3. ASSIGNOR warrants that it has full right, authority and power to transfer these marks and that the marks are transferred free and clear of all liens, encumbrances and adverse claims.
- 4. ASSIGNOR warrants that it is the lawful owner of the above-described marks.
- 5. This agreement shall be binding on and inure to the benefit of the parties, their successors, assigns and personal representatives.
- 6. This Agreement sets out the entire understanding of the parties and supercedes all and any other agreements, representations, promises and negotiations, whether written or oral.
- 7. This Agreement shall not be modified except in a writing signed by all the parties. No provision of this Agreement may be waived except by a written waiver signed by both parties.
- 8. The construction, validity and performance of this Agreement shall be governed by the laws of the State of Florida. In the event that a dispute arises as to enforcement, interpretation or implementation of this Agreement, the parties herein consent to personal jurisdiction in the State of Florida and venue in both the United States District Court in and for the Southern District of Florida, and the Seventeenth (17th) Judicial Circuit Court in and for Broward, County Florida.
- 9. In the event that one or more of the provisions or portions of the provisions of the herein Agreement is declared, invalid, void, illegal or unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions or portions of the provisions contained herein shall remain effective and binding, and shall

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not be affected or impaired thereby.

**IT IS HEREBY AGREED**

CU-AVANA, INC., ASSIGNEE

MIAMI HAVANA CIGARS, INC., ASSIGNOR

BY: *Nilda Cuello*  
NILDA CUELLO, authorized signatory

BY: *Hector C. PO*  
HECTOR C. PO, president

Date 10/30/01

Date 10/28/01

**BILL OF SALE AND ASSIGNMENT**  
**PAGE 1 of 3**

Seller: Cu-Avana, Inc.  
Buyer: Miami Havana Cigars, Inc.

**BUYER:** Miami-Havana Cigars, Inc.  
610 S.W. 19<sup>th</sup> Rd.  
Miami, FL 33129  
a Florida corporation

**SELLER:** Cu-Avana, Inc.  
3651 S.W. 132 Avenue  
Miami, Florida 33175  
a Florida corporation

**DATE:** July \_\_, 2001

**BILL OF SALE AND ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS, that Cu-Avana, Inc., a Florida corporation, ("Party of the First Part") for and in consideration of the sum of ten (\$10.00) Dollars in lawful money of the United States of America and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, was paid by Miami-Havana Cigars, Inc, a Florida corporation, ("Party of the Second Part") has granted, bargained, sold, assigned, transferred and delivered, and by these presents does grant, bargain, sell, transfer, assign and deliver unto the said Party of the Second Part, its executors, administrators and assigns, the following goods and chattels:

1. The mark **CU-AVANA**, directed to tobacco, premium cigars, humidors and accessories therefor, not of precious metal, in the International Class 034, on the Principal Register in the United States Patent and Trademark Office, Registration No. 2257792, Serial No. 75/320,460, issued 06/29/99.

2. The mark **CEDAR-FRESH**, directed to cigar accessories, namely, humidors and accessories therefor, not of precious metal, in the International Class 034, on the Principal Register in the United States Patent and Trademark Office, Registration No. 2243614, Serial No. 75/320,459, issued 05/04/99.

3. The mark **HUMI-CARE**, directed to humidors and cigar cases, not of precious metal, in the International Class 034, abandoned on 08/25/1999 in the United States Patent and Trademark Office, Serial No. 75323,393, filed on 07/11/97.

4. All federal, common-law and state rights, title and interest in the above-described marks together with the goodwill and other intangibles of the business symbolized by the above-described trademarks and the right to sue and recover damages and profits for past infringement to Miami Havana Cigars, Inc. in perpetuity.

5. The invention described in the application for Letters Patent of the United States serial number 29/067,967 filed on April 15, 1997 entitled "Design for Integral Hinge Vessel for Cigars" invented by Luis Cuello; and

6. The invention described in the application for Letters Patent of the United States serial number 08/831,822 filed on April 2, 1997 entitled "Modular Carousel Humidor" invented by Luis Cuello.

7. The invention described in the application serial number 08/893,810 filed on July 11, 1997, registration number 5,970,987 entitled "Laterally and interstitially vented humidor" invented by Armando Barriero Jr. assigned to Cu-Avana, Inc. (which is a Continuation in Part of application serial number 08/831,822);

8. The invention described in the application serial number 09/107,680 filed on June 30, 1998

**BILL OF SALE AND ASSIGNMENT**  
**PAGE 2 of 3**

**Seller: Cu-Avana, Inc.**  
**Buyer: Miami Havana Cigars, Inc.**

entitled "Modular Humidification Panel Assembly for Humidor" invented by Armando Barriero Jr. assigned to Cu-Avana, Inc.; and

9. The invention described in the application serial number 09/113,492, filed July 7, 1998 entitled "Pivoting Lid Portable Humidor" invented by Armando Barriero Jr. assigned to Cu-Avana, Inc..

10. All the rights and privileges under any and all Letters Patent that may be granted therefor and thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

TO HAVE AND TO HOLD the same unto said Party of the Second Part, its executors, administrators and assigns forever, and does, for them and their heirs, executors and administrators, covenant to and with the said parties of the second part, its executors, administrators and assigns, that they are the lawful owners of the said goods and chattels; that they are free from all liens and encumbrances; and that the undersigned has good right to sell the same aforesaid, and the undersigned warrants and agrees to defend the sale of said property, goods and chattels hereby made, unto the said party of the second part, its executors, administrators and assigns against all claims and demands of all persons whomsoever.

**BILL OF SALE AND ASSIGNMENT**  
**PAGE 3 of 3**

Seller: Cu-Avana, Inc.  
Buyer: Miami Havana Cigars, Inc.

The Party of the Second Part hereby acknowledges that it has purchased the above-described intangible assets and that the Party of the First Part warrants the following:

1. That all facts set forth in each of Cu-Avana, Inc.'s applications for Federal Trademark Registration, as well as amendments, affidavits, and declarations submitted thereto are true and correct.
2. That the marks are in full force and good standing and that there are no other assignments of rights or licenses granted under this mark or known infringements by or against this mark.
3. That it has full right, authority and power to transfer these marks and that the marks are transferred free and clear of all liens, encumbrances and adverse claims.
4. That it is the lawful owner of the above-described marks.
5. That all facts set forth in each of the above described patent applications, as well as amendments, affidavits, and declarations submitted thereto are true and correct.
6. That the issued patents are in full force and good standing and that there are no other assignments of rights or licenses granted under those patents or known infringements by or against those patents.
7. That it has full right, authority and power to transfer these patents and that the patents are transferred free and clear of all liens, encumbrances and adverse claims.
8. That it is the lawful owner of the above-described patents.

**IN WITNESS WHEREOF,**

We have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2001

**SELLER:**  
Cu-Avana, Inc. a Florida corporation

By: *Nilda Cuello*  
Nilda Cuello, Authorized Signatory

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT was acknowledged before me this day of 10/20, 2001, by Nilda Cuello, authorized signatory for Cu-Avana, Inc., and Luis Cuello, who is personally known by me, or has produced N/A as identification and who did take an oath.

*Luis Cuello*  
Notary Public



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9 / 1 PAGE ID: 6189748307 APR-22-02 14:18 FROM: KOLB VASILADIS & FLORENZ