

Form PTO-1594
(Rev. 03/01)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
COMPANIA NACIONAL DE CHOCOLATES S.A.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Colombia
 Other _____
Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
Name: COMPANIA NACIONAL DE CHOCOLATES S.A.
Address: Cra. 43A No. 1A Sur-143
Medellin, Colombia
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Colombia
 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) & addresses attached? Yes No


3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 22, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s).
1180403, 1466473, 1424164
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patrick Boisson
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017
TEL: (212) 813-5900 -- FAX: (212) 813-5901

6. Total number of applications and registration involved:.....3
7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-0825-0576900
(Attach duplicate copy of this page if paying by deposit account)

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.
Patrick Boisson  4/16/03
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

05-09-2003

Form PTO-1594 RE
(Rev. 03/01)



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

4-17-03

To the Honorable Commissioner of Patents

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NACIONAL DE CHOCOLATES S.A. APR 17 2003

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

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

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Address: Cra. 43A No. 1A Sur-143
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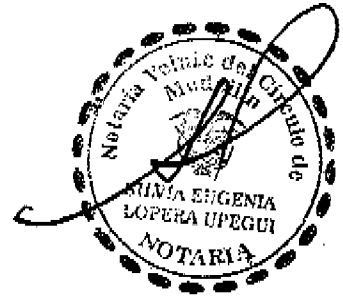
Patrick Boisson
Name of Person Signing

Patrick Boisson
Signature

4/16/2003
Date

Total number of pages comprising cover sheet:

TRADEMARK



UNITED STATES OF AMERICA

TRASPASO MARCA

Este convenio ("el convenio"), se realiza entre COMPAÑÍA NACIONAL DE CHOCOLATES S.A., sociedad organizada y existente de conformidad con las leyes de la República de Colombia, constituida mediante Escritura Pública No. 1043 otorgada en la Notaría 1ª de Medellín, Colombia el 12 de abril de 1920, domiciliada en la Carrera 43A 1A Sur-143, Medellín, Colombia, aquí llamada CEDENTE, y COMPAÑÍA NACIONAL DE CHOCOLATES S.A. sociedad organizada y existente de conformidad con las leyes de la República de Colombia, constituida mediante Escritura Pública No. 2497, otorgada en la Notaría 20ª de Medellín, Colombia el 8 de octubre de 2002, domiciliada en Medellín, Colombia, con dirección Carrera 43A 1A Sur-143, Medellín, Colombia, aquí llamada CESIONARIA,

Considerando que la CEDENTE es la propietaria de los siguientes registros de marcas (las "marcas"):

Marca: **CHOCOLISTO + GRAFICA**
 Clase: 030
 Reg. No.: 1466473
 Fecha: 24NOV1987
 Vence: 24NOV2007

TRADEMARK ASSIGNMENT

This agreement ("Agreement"), is between COMPAÑÍA NACIONAL DE CHOCOLATES S.A., a Corporation organized and existent under the Laws of the Republic of Colombia, created by Public Deed No.1043 granted before Notary No. 1 of Medellín, Colombia on April 12, 1920, domiciled in Medellín, Colombia, with a place of business at Cra. 43A No. 1A Sur-143, Medellín, Colombia, hereinafter the ASSIGNOR and COMPAÑÍA NACIONAL DE CHOCOLATES S.A., a corporation organized and existent under the laws of the Republic of Colombia, created by Public Deed No. 2497 granted before Notary No.20 of Medellín, Colombia on October 8, 2002, domiciled in Medellín, Colombia, a corporation with a place of business at Cra. 43A No. 1A Sur-143, Medellín, Colombia, hereinafter the ASSIGNEE,

Whereas, the ASSIGNOR is the owner of the FOLLOWING trademark registrations (hereinafter the "Trademarks"):

Mark: **CHOCOLISTO + design**
 Class: 030
 Reg. No.: 1466473
 Date: 24NOV1987
 In force: 24NOV2007



Marca: **CORONA**
 Clase: 030
 Reg.No.: 1180403
 Fecha: 01DICI1981
 Vence: 01DICI2011

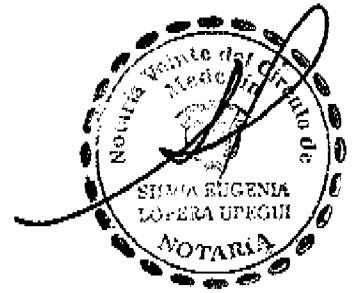
Marca: **JET**
 Clase: 030
 Reg.No.1424164
 Fecha: 06ENER1987
 Vence: 06 ENER2007

Y considerando, que al leal saber y entender del CEDENTE, ninguna actuación conducente a la cancelación de los registros identificados está pendiente y que ninguna otra parte presenta reclamación sobre la propiedad de estos registros; y

Considerando, de acuerdo con el leal saber y entender del CEDENTE, ninguna actuación de oposición o acción legal contra las marcas arriba identificadas se encuentra pendiente y que ninguna otra parte presenta reclamación sobre la propiedad de estas marcas y

Considerando que el CEDENTE desea ceder al CESIONARIO todos los derechos que en todo el mundo posee sobre las marcas así como sobre cualquier reputación comercial relacionada con ellas.

POR LO TANTO, como compensación de lo anterior y de otras contraprestaciones buenas y valiosas, de las cuales por el presente se acusa recibo:



Mark: **CORONA**
 Class: 030
 Reg.No.: 1180403
 Date: 01DEC1981
 In force: 01DEC2011

Mark: **JET**
 Class:030
 Reg.No.1424164
 Date: 06 JAN 1987
 In force: 06 JAN 2007

And Whereas, to the best of ASSIGNOR's knowledge no proceedings to cancel the identified registrations are pending and no other party makes a claim of ownership to these registrations; and

Whereas, to the best of ASSIGNOR's knowledge no opposition proceedings or legal actions against the identified registrations are pending and no other party makes a claim of ownership to these trademarks; and

Whereas, the ASSIGNOR desires to assign to the ASSIGNEE all worldwide rights it holds in and the Trademarks, together with any associated goodwill.

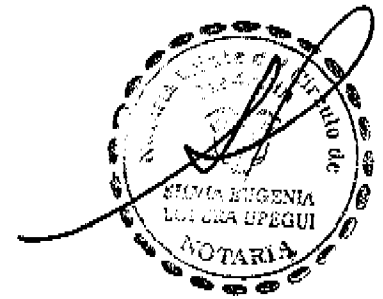
NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged:



1. EL CEDENTE por el presente traspasa Al CESIONARIO todo el derecho, título e interés sobre las marcas, junto con aquella parte de la reputación comercial de la empresa relacionada con y simbolizada por las marcas y los registros de las mismas y con todas las reclamaciones que pudieran ser presentadas por EL CEDENTE basadas en o relacionadas con el uso o propiedad de las marcas, en concordancia con la Ley de Marcas #10, 15 U.S.C #1060.

2. EL CEDENTE acuerda que a solicitud de EL CESIONARIO firmará o hará que se firmen todos los documentos adicionales que fueren necesarios o requeridos para realizar el registro de este traspaso de marcas así como de las solicitudes y registros identificados de las mismas.

3. El representante abajo firmante de EL CEDENTE, estando por el presente advertido de que las declaraciones falsas deliberadas y similares así realizadas, son punibles por multa o prisión o ambas, de acuerdo con la Sección 1001 del Título 18 del Código de Estados Unidos y que dichas declaraciones falsas deliberadas pueden afectar la validez de los registros estadounidenses identificados o de cualquier registro resultante de las mismas, declara que el(ella) es



1. THE ASSIGNOR hereby assigns to THE ASSIGNEE all right, title and interest in the Trademarks, together with that part of the goodwill of the business connected with the use and symbolized by the Trademarks and the identified registrations therefore, and with all claims that could be asserted by THE ASSIGNOR arising out of or relating to the use or ownership of the Trademarks, in accordance with Trademark Act § 10, 15 U.S.C. § 1060.

2. The ASSIGNOR agrees that upon request by THE ASSIGNEE it shall execute or arrange to have executed any and all further documents as are necessary and/or required to effectuate the recording of this assignment of the Trademarks and the identified applications and registrations therefore.

3. The undersigned representative of THE ASSIGNOR, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the U.S. Code and that such willful false statements may jeopardize the validity of the identified United States applications or any registrations resulting therefrom, declares: that he/she is an officer of COMPAÑIA NACIONAL DE CHOCOLATES S.A.,



funcionario(a) de **COMPAÑIA NACIONAL DE CHOCOLATES S.A.**, la empresa **CEDENTE**, y está autorizado para firmar este documento a nombre de dicha empresa; y que todas las afirmaciones realizadas con base en su conocimiento son verídicas y aquellas hechas con base en su leal saber y entender se consideran verídicas.

the **ASSIGNOR** corporation, and is authorized no execute this instrument on behalf of said corporation; and that all statements made of his knowledge are true and all statements made on information and belief are believed to be true.

Dado y firmado en el lugar y fecha indicados al pie de las firmas, siendo la fecha del contrato la de la última firma.

Given and signed on the place and date mentioned at the side of the signatures, being the date of this assignment the one mentioned in the last signature.

CEDENTE / ASSIGNOR

COMPAÑIA NACIONAL DE CHOCOLATES S.A.
(**COMPAÑIA CREADA EN 1920 / COMPANY INCORPORATED IN 1920**)

Firma/ Signature: Hector Arango
Nombre / Name: **HÉCTOR ARANGO GAVIRIA**
Cargo / Position: **REPRESENTANTE LEGAL**
Fecha / Date: **DICIEMBRE 22 DE 2002**
Lugar / Place: **MEDELLÍN, ANTIOQUIA - COLOMBIA**

LA CESIONARIA ACEPTA ESTE TRASPASO:
THE ASSIGNEE ACCEPTS THIS ASSIGNMENT:

CESIONARIA / ASSIGNEE

COMPAÑIA NACIONAL DE CHOCOLATES S.A.
(**COMPAÑIA CREADA EN 2002 / COMPANY INCORPORATED IN 2002**)

Firma/ Signature: Sol Beatriz Arango Mesa
Nombre / Name: **SOL BEATRIZ ARANGO MESA**
Cargo / Position: **REPRESENTANTE LEGAL**
Fecha / Date: **DICIEMBRE 22 DE 2002**
Lugar / Place: **MEDELLÍN, ANTIOQUIA - COLOMBIA**

1911-9512
[Handwritten mark]