

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Campero International, S.A.		09/12/2003	CORPORATION: PANAMA

RECEIVING PARTY DATA	
Name:	Campero International Limited
Street Address:	5a. Avenida 15-45, Zona 10, Condominio Centro Empresarial, Torre II, Nivel 12, Penthouse
City:	Guatemala
State/Country:	GUATEMALA
Entity Type:	CORPORATION: BARBADOS

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	76401998	EL MUNDO FELIZ DEL POLLITO CAMPERO POLLITO CAMPERO ARBOL MUNDO NICK CAMP KAROL CAMP PERRITO RATON ARDILLA
Serial Number:	75982491	CAMPERO
Serial Number:	75982490	CAMPERO
Registration Number:	2598281	POLLO CAMPERO
Registration Number:	1783043	POLLO CAMPERO
Serial Number:	76401997	C CAMPERONIX DEFENSORES DEL PLANETA DESPER FLOTANIA AQUANIXER SUPERCAMP
Serial Number:	75983458	CAMPERO

CORRESPONDENCE DATA	
Fax Number:	(213)250-7900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213 250 1800
Email:	makous@lbbslaw.com
Correspondent Name:	Lewis Brisbois Bisgaard & Smith LLP
Address Line 1:	221 N. Figueroa Street, Suite 1200

OP \$190.00 76401998

Address Line 4: Los Angeles, CALIFORNIA 90012

ATTORNEY DOCKET NUMBER:

23790-3

DOMESTIC REPRESENTATIVE

Name: David N. Makous

Address Line 1: 221 N. Figueroa Street, Suite 1200

Address Line 4: Los Angeles, CALIFORNIA 90012

NAME OF SUBMITTER:

Leo A. Bautista

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated effective as of September 12, 2003 by CAMPERO INTERNATIONAL, S.A., a Panama corporation having a principal place of business at 5a. Avenida 15-45, Zona 10, Condominio Centro Empresarial, Torre II, Nivel 12, Penthouse, Guatemala, C.A. (the "Assignor"), and CAMPERO INTERNATIONAL LIMITED, a Barbados corporation having a principal place of business at 5a. Avenida 15-45, Zona 10, Condominio Centro Empresarial, Torre II, Nivel 12, Penthouse, Guatemala, C.A. ("Assignee").

WHEREAS, Assignor has adopted, used and is using certain marks and/or has a bona fide intention to use such marks and has filed applications in the United States Patent & Trademark Office for said marks, certain of which have matured to registration, all as reflected on the TRADEMARK SCHEDULE attached hereto and incorporated by reference herein (hereinafter the "Marks"); and

WHEREAS, Assignor is the owner of an ongoing and existing business associated with the use and/or the intended use of the Marks; and

WHEREAS, pursuant to the terms of that certain Stock Subscription Agreement dated effective as of September 12, 2003 (the "Subscription Agreement"), Assignor has agreed to assign and transfer to Assignee said Marks and the applications for registration thereof, the registrations thereof, and the good will of the business symbolized by the Marks, along with that portion of the business represented by the Marks.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Subscription Agreement and other good and valuable consideration, receipt and sufficiency of which are hereby conclusively acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks, and the portion of the business represented by the Marks.

Assignee appoints the law firm of LEWIS D'AMATO, BRISBOIS, & BISGAARD, LLP, whose postal address is 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012, as its representative on whom notices or process in proceedings affecting the mark may be served.

The Commissioner of Patents & Trademarks is requested to issue or re-issue the certificates of registration to the Assignee.

{Signature Page to Follow}

IN WITNESS WHEREOF, the Assignor and the Assignee have executed and delivered this Assignment effective as of the date first above written.

Assignor:

CAMPERO INTERNATIONAL, S.A.

By: Roberto Meriz
Name: Roberto Donegni
Title: Vice President

Assignee:

CAMPERO INTERNATIONAL LIMITED

By: g. l. l.
Name: Guillermo Morales
Title: Secretary

TRADEMARK SCHEDULE

1. Mark: EL MUNDO FELIZ DEL POLLITO CAMPERO & DESIGN
Serial No.: 76/401998
Int'l Class: 43
2. Mark: CAMPERO & DESIGN
Serial No.: 75/982491
Int'l Class: 25, 29, 30, 32 & 42
3. Mark: CAMPERO
Serial No.: 75/982490
Int'l Class: 25, 29, 30, 32 & 42
4. Mark: POLLO CAMPERO
Reg. No.: 2,598,281
Int'l Class: 42
5. Mark: POLLO CAMPERO
Reg. No.: 1,783,043
Int'l Class: 42
6. Mark: C CAMPERONIX DEFENSORES DEL PLANETA DESPER & DESIGN
Serial No.: 76/401997
Int'l Class: 43
7. Mark: CAMPERO
Serial No.: 75/983458
Int'l Class: 25, 29, 30 & 32

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