

10-30-2003

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

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

102588071

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

1. Name of conveying party(ies): J. ARMANDO BERMUDEZ & Co., C. Por A. 10-3-03 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bermudez International, Inc. Internal Address: P.O. Box 255 Street Address: Santiago City: Dominican Repub State: Zip: Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Republic of Panama 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 Merger Security Agreement Change of Name Other Execution Date: 11/21/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1509490 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: MIKOLEAN MORGAN LONGACRE Internal Address: 1061 BARNWELL ROAD Street Address: City: FERNADINA BEACH State: FL Zip: 32034

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 12149

DO NOT USE THIS SPACE

9. Signature. MIKOLEAN MORGAN LONGACRE Name of Person Signing

Signature

Date 10/1/03

Total number of pages including cover sheet, attachments, and document: 9

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

40.00 09 10/29/2003 LNUELLER 0000027 1509490 01 FC:8521

TRADEMARK REEL: 002853 FRAME: 0872

**POWER OF ATTORNEY**

Applicant hereby appoints Mikolean Morgan Longacre, a member of the Bar of Pennsylvania and the Bar of the District of Columbia; Alexandra Maddox, a member of the Bar of Florida and the firm of LONGACRE & MADDOX, 1061 Barnwell Road, Fernandina Beach, Florida 32034 as its attorneys at law to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith and to receive the Certificate of Registration.

The Patent and Trademark Office is requested to address all correspondence and inquiries to Mikolean Morgan Longacre, LONGACRE & MADDOX, 1061 Barnwell Road, Fernandina Beach Florida 32035, and Tel: 904/626-3480.

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Applicant hereby appoints Mikolean Morgan Longacre, a member of the Bar of Pennsylvania and the Bar of the District of Columbia, and Alexandra Maddox, a member of bar of the state of Florida, both of the firm of LONGACRE & MADDOX, 1061 BARNWELL ROAD, Fernandina Beach, Florida 32035 as its attorneys at law to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith and to receive the Certificate of Registration.

The Patent and Trademark Office is requested to address all correspondence and inquiries to Mikolean Morgan Longacre, LONGACRE & MADDOX, 1061 Barnwell Road, Fernandina Beach Florida 32035, Tel: 904/626-3480 are hereby designated as Assignee's representative on who notices or processes in proceedings affecting the

E N T R E :

J. ARMANDO BERMUDEZ & CO., C. POR A., compañía por acciones - organizada y existente de acuerdo con las leyes de la Repú- blica Dominicana, domiciliada en la casa marcada con el núme- ro 38 de la calle "España" de la ciudad de Santiago de los Caballeros, República Dominicana, representada en este con- trato por el señor JOSE ARMANDO BERMUDEZ, dominicano, mayor de edad, casado, empleado de comercio, domiciliado y residen- te en esta ciudad de Santiago de los Caballeros, portador de la Cédula de Identificación Personal número 38,931, serie 31, renovada, en su calidad de Administrador de dicha compañía, y en virtud de los poderes establecidos en los Estatutos pa- ra el Administrador de esta compañía y los que le han sido - conferidos mediante resoluciones de asambleas generales cele- bradas en fechas 2 de mayo 1975 y 2 de mayo 1977, quien en - lo sucesivo se denominará "LA PRIMERA PARTE", ó por su nom- bre comercial, de una parte; y

BERMUDEZ INTERNATIONAL, INC., compañía existente de acuerdo con las leyes de la República de Panamá, con su domicilio so- cial en la ciudad de Panamá, República de Panamá, debidamen- te representada en este acto por el señor LUIS EMILIO NOBOA BATULI, dominicano, mayor de edad, casado, empleado de comer- cio, domiciliado y residente en esta ciudad de Santiago de los Caballeros, portador de la Cédula de Identificación Per- sonal número 8506, serie 55, renovada, quien actúa en su ca- lidad de Tesorero de dicha empresa, y en virtud de poder --- otorgádole por la Junta Directiva de dicha compañía en fecha de ayer, 6 de junio 1977, quien en lo adelante se denominará "LA SEGUNDA PARTE", ó por su nombre comercial, de la otra -- parte;

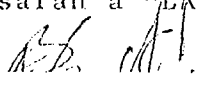
SE HA CONVENIDO Y PACTADO LO SIGUIENTE:

PRIMERO: Sujeto a todas las cláusulas de este contrato, "LA PRIMERA PARTE" por el presente acto VENDE, CEDE Y TRANSFIERE con todas las garantías ordinarias de derecho en favor de -- "LA SEGUNDA PARTE", las marcas de fábrica que sean propiedad de "LA PRIMERA PARTE", los valores extrínsecos y los dere- --- chos, tangibles e intangibles, conexos a las mismas, así co- mo las marcas de fábrica, con iguales valores y derechos, -- que pueda registrar ó adquirir en los próximos veinte años. -- "LA PRIMERA PARTE" dedicadas a proteger bebidas alcohólicas.

Párrafo.- Durante los próximos veinte años a partir de la fe- cha de este contrato, tanto "LA PRIMERA PARTE" como "LA SE- GUNDA PARTE", al vencimiento de los períodos para los cuales fueron registradas, ó renovados los registros, de las marcas aludidas, podrán proceder a realizar la tramitación de las - renovaciones de los registros de las mismas por los períodos que estimen convenientes y en los países donde hubieren sido registradas anteriormente ó registrarlas en aquellos países donde no hubieren sido registradas previamente.

SEGUNDO: "LA PRIMERA PARTE" es propietaria de las marcas de fábrica aludidas en virtud de registro hecho de acuerdo con las leyes y regulaciones correspondientes.

TERCERO: "LA PRIMERA PARTE" hace constar que la presente ce- sión no afecta las cesiones hechas previamente a otras enti- dades. Queda establecido también entre las partes que en ca- so de que cualquier, ó cualesquiera, de los cesionarios an- tes mencionados desapareciere ó dejare de usar las marcas -- mencionadas por la razón ó causa que fuere, tales derechos - pasarán a "LA SEGUNDA PARTE".

 (sigue al dorso)

CUARTO: Queda expresamente convenido entre las partes, que la cesión y traspaso de las marcas de fábrica mencionadas en el ordinal SEGUNDO es hecha bajo las siguientes condiciones:

a) "LA SEGUNDA PARTE" no podrá en forma alguna ceder, ni negociar con ninguna persona ó entidad las marcas de fábrica objeto del presente contrato sin la previa autorización por escrito de "LA PRIMERA PARTE".

b) "LA SEGUNDA PARTE" ó cualquier cesionario se obliga a no permitir que las marcas de fábrica cedidas por el presente acto, sean objeto de embargo, expropiación ó venta en pública subasta, etc.

QUINTO: "LA SEGUNDA PARTE", así como cualquiera otra persona ó entidad que usare las marcas de fábrica mencionadas en virtud de lo dicho anteriormente, se obliga a mantener el nivel de calidad de los productos protegidos por dichas marcas, -- así como la reputación de éstas.

SEXTO: Se conviene expresamente entre las partes, que en los casos de quiebra ó disolución de "LA SEGUNDA PARTE", el uso de las marcas de fábrica objeto del presente contrato pasará de nuevo a "LA PRIMERA PARTE", sin que esta última tenga que pagar compensación ó indemnización alguna.

SEPTIMO: El precio convenido por la venta, cesión y transferencia a que se refiere el presente contrato, ha sido establecido en la suma de RD\$15,000.00 (Quince mil pesos) pagado en efectivo por "LA SEGUNDA PARTE" a "LA PRIMERA PARTE".

Hecho y firmado de buena fé, en la ciudad de Santiago de los Caballeros, República Dominicana, hoy día siete (7) del mes de junio del año mil novecientos setenta y siete (1977).----

POR: "LA PRIMERA PARTE"  
J. ARMANDO BERMUDEZ & CO., C. POR A.

José Armando Bermúdez  
Administrador

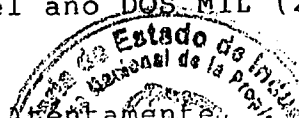
POR: "LA SEGUNDA PARTE"  
BERMUDEZ INTERNATIONAL, INC.

Luis Emilio Noboa Batule  
Tesorero

EG. No. 1179 LIBRO 41

CERTIFICO: Que la presente copia es original al depositado por la DRA. LUCIA NIDIA DIAZ PALMA, en fecha 14 de Nov. del año 2000, en Santo Domingo, Distrito Nacional, Capital de la República Dominicana, a los QUINCE (15) días del mes de Noviembre del año DOS MIL (2000).

ingo, R.D.



TRADEMARK



MINISTERIO DE RELACIONES EXTERIORES  
DEPARTAMENTO CONSULAR

que la presente copia fotostática es  
orme a su original/que hemos tenido a la  
21/11/2000

FRANCISCO N. MARTINEZ  
CONSEJERO ENCARGADO  
SECCION DE LEGALIZACIONES  
DEL DEPARTAMENTO CONSULAR

*J. Bermudez*

SECRETARIA DE ESTADO DE RELACIONES EX  
DEPARTAMENTO CONSULAR

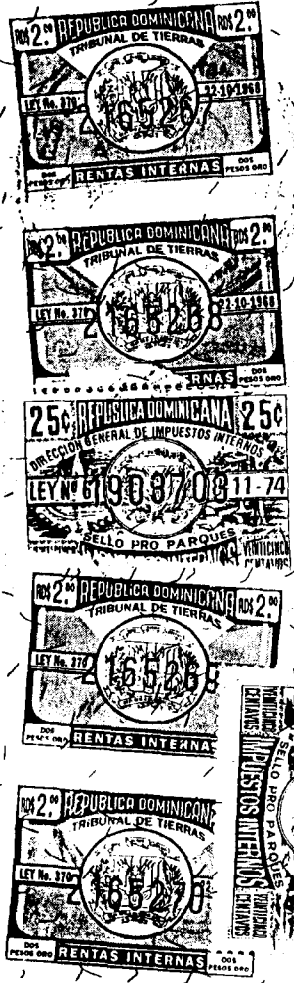
CERTIFICO: que la presente copia ífotol  
fiel y conforme a su original/que hemos te  
vista. 21/11/2000

Santo Domingo, R.D.

Luis Emilio Noboa Batule  
Tesorero

CERTIFICO: Que la presente copia es original al depositado  
por la DRA. LUCIA NIDIA DIAZ PALMA, en fecha 14 de  
Nov. del año 2000, en Santo Domingo, Distrito Nacional,  
Capital de la República Dominicana, a los QUINCE (15) días  
del mes de Noviembre del año DOS MIL (2000).

*[Signature]*  
LIC. MANUELA OLIVERO RODRIGUEZ  
Director General  
Oficina Nacional de Propiedad Industrial



REPUBLICA DOMINICANA  
SECRETARIA DE ESTADO DE RELACIONES EXTERIORES  
CERTIFICO: que la firma que aparece al pie de este documento  
es la del Sr. Manuel A. Olivero R.  
Director Genl. Ofic. nac. prop. industrial  
la misma que acostumbra a usar en todos sus actos y a la cual se  
debe otorgar fe y crédito.

Sta. Dgo., R.D. 21/11/2000

LEG. No. 1179 LIBRO 41

*[Signature]*  
FRANCISCO N. MARTINEZ  
CONSEJERO ENCARGADO  
SECCION DE LEGALIZACIONES  
DEL DEPARTAMENTO CONSULAR

True copy of the signed original



Dominican Republic



*Nereyda Zouain de Jorge*

JUDICIAL INTERPRETER for the district of Santiago de los Caballeros, Dominican Republic, duly sworn for the legal exercise of her assignment.

CERTIFIES that she has proceeded to the translation of this document written in Spanish to the English version to her best Knowledge and belief as follows:

(National Emblem)  
DOMINICAN REPUBLIC

(2 Internal Revenue  
Cancelled Stamps)

MINISTRY OF STATE-Commercial & Industrial  
Department  
Santo Domingo, National District

04073

JULY 18, 1997

Santo Domingo, N.D.  
July 18, 1997

- To : DR. LUCIA N. DIAZ PALMA  
BUSINESS OFFICE
- Subject : Application of Certification
- Enclosure : Certification to Power  
deposited to Contract subscribed between  
the "J. ARMANDO BERMUDEZ" AND THE COMPANY  
"BERMUDEZ INTERNATIONAL, INC.", deposited  
on June 5th., of the year 1997.

Very pleased to refer to the above indicated subject, for your information and corresponding purposes.

Very truly yours,

(Signed)

LIC. RODOLFO A. ESPINEIRA CEBALLOS  
Director Registration of Industrial Property  
(Official Stamp of the Ministry of State (Commer-  
cial and Industrial Department)

RAEC/llg.

Av. Mexico, Esq. Leopoldo Navarro, Edif. Oficinas Gubernamentales "Juan Pablo Duarte" 7mo. Piso. Tel: (809) 685-5171 Fax (809) 686-1973

(See back of this page) . . .

*True copy of the signed original*



In the back of this document it reads:  
(3) Internal Revenue Cancelled Stamps)

(Official Emblem of the D.R.)

DOMINICAN REPUBLIC

Ministry of State-Department of Foreign Affairs  
I CERTIFY: that the signature at the bottom of this document is from Mr. Lic. Rodolfo A. Espiñeira C. Regional Director (Commercial & Ind.) and that this is the same he uses in all his documents and which entire faith and credit is due.  
Santo Domingo, D.R. 7/22/97

Number: 8333

SEEN IN THIS CONSULATE OF SPAIN  
APPROVED to authenticate the signature  
FRANCISCO N. MARTINEZ VALDEZ  
In Charge of the Legal Section of the  
Consular Department  
which seems to be his, without interfering in the  
content of this document.  
Santo Domingo, D.R. July 23, 1997

(Signed by:)  
FRANCISCO N. MARTINEZ  
In Charge of the Legal  
Section of  
the Consular  
Department.

The Notary does not assume responsibility at all for the content of the document whose signatures are legitimate. Art. 523 of the Notarial Legislation Code.  
(Official Stamp of the General Consulate of Spain)  
Santo Domingo

(Official Stamp)

Signed by: LEONOR RODRIGUEZ, Official

IN WITNESS WHEREOF I HAVE SIGNED AND STAMPED  
THE FOREGOING DOCUMENTATION IN THE CITY OF  
SANTIAGO DE LOS CABALLEROS, DOMINICAN REPUBLIC  
THIS SEVENTEENTH (17) DAY OF THE MONTH OF  
SEPTEMBER OF THE YEAR NINETEEN HUNDRED AND  
NINETY NINE (1999), HAVING REGISTERED IT  
IN THE BOOK UNDER MY CARE WITH NUMBER  
4698, FOLIO 182/99.

*732  
9/17/99*  
*738  
9/17/99*

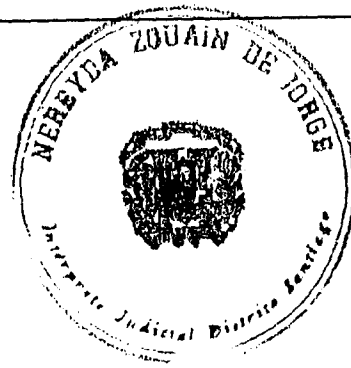
*Nereyda Zouain de Jorge*  
Nereyda Zouain de Jorge  
Judicial Interpreter-Official Translator for the District  
of Santiago de los Caballeros, Dominican Republic.  
ID#031-016933-9  
Registration No. 408756-10-74)  
2011 (9-10-74)

Internal Revenue Cancelled Stamps Nos: 4364589;6605886

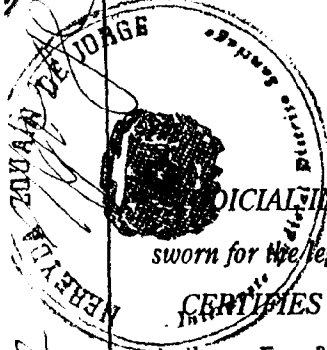
Date: September 17/99.-



Dominican Republic



*Nereyda Zouain de Jorge*



**JUDICIAL INTERPRETER** for the district of Santiago de los Caballeros, Dominican Republic, duly sworn for the legal exercise of her assignment.

**CERTIFIES** that she has proceeded to the translation of this document written in Spanish to the English version to her best Knowledge and belief as follows:

ACT FOR ASSIGNMENT OF RIGHTS ON MANUFACTURER'S TRADEMARKS AGREED BY "J. ARMANDO BERMUDEZ & CO., C. POR A.", ON BEHALF OF "BERMUDEZ INTERNATIONAL, INC."-----

B E T W E E N :

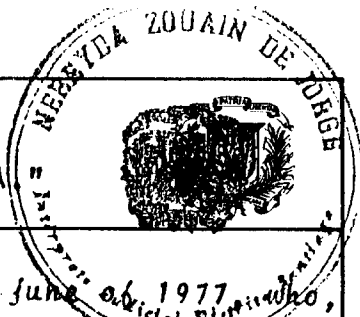
THE "J. ARMANDO BERMUDEZ & CO., C. POR A.", a stock company, organized and existing in compliance with the laws of the Dominican Republic, located in the house marked with number 38 on "España" Street of the city of Santiago de los Caballeros, Dominican Republic, represented in this Contract by Mister JOSE ARMANDO BERMUDEZ, Dominican, of legal age, married, businessman, domiciled and residing in this city of Santiago de los Caballeros, bearer of Personal Identification Card number 38,931, series 31, renewed, in his capacity as the Administrator of said company, and in virtue of the rights established in the Statutes for the Administrator of this Company and those which have been conferred through Resolutions of General Assemblies held on May 2nd. of 1975 and May 2nd. of 1977, who, from now on will be called "THE FIRST PARTY", or by its trade name, on one part; and

"BERMUDEZ INTERNATIONAL, INC.", a company existing in compliance with the laws of the Republic of Panama, with its main office in the City of Panama, Republic of Panama, duly represented in this Contract by Mister LUIS EMILIO NOBOA BATULE, Dominican, of legal age, married, businessman, domiciled and residing in this City of Santiago de los Caballeros, bearer of Personal Identification Card number 8506, series 55, renewed, who acts in his capacity as the Treasurer of said company, and in virtue of the rights granted him by the Board of

*True copy of the signed original*

see page-2-





Directors of said company, on yesterday's date 6th. of June now on will be called "THE SECOND PARTY", or by its trademark name, on the other part;

IT HAS BEEN AGREED AND STIPULATED AS FOLLOWS

**FIRST:** Subject to all the Articles of this Contract, "THE FIRST PARTY" through this present Act, SELLS, CONVEYS and TRANSFERS, with all the ordinary guaranees of right on behalf of "THE SECOND PARTY" the manufacturer's trademarks that are property of "THE FIRST PARTY" the extrinsic values and the tangible and intangible rights connected to the same, as well as the trademarks with equal values and rights that "THE FIRST PARTY" might register within the next twenty years, with the purpose of protecting alcoholic drinks.

**Paragraph:** During the next twenty years, after the date of this Contract, both "THE FIRST PARTY" as well as "THE SECOND PARTY", at the expiration of the periods for which the trademarks were registered or renewed, those will be able to proceed to the action of carrying out the renewals of the registries referred to for the periods they consider conveniently and in the countries where these had been registered previously or to register them in those countries where they had not been registered before.

**SECOND:** "THE FIRST PARTY" is the owner of the referenced manufacturer's trademarks, in virtue of the registry made, in accordance with the corresponding regulations and laws.

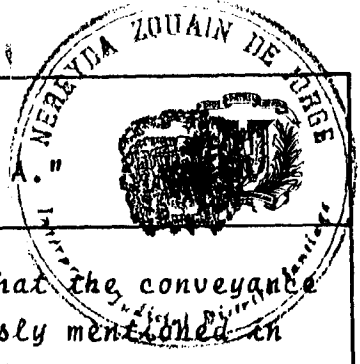
**THIRD:** "THE FIRST PARTY" hereby certifies that the present conveyance does not affect the assignments made previously to other entities. It is also established between the Parties that in case anyone of the aforementioned Grantees would disappear or stop the use of the referenced trademarks, no matter what the reason or cause this has been, such rights will be passed to "THE SECOND PARTY".

(This is the 1st. page of Document in Spanish. It has been initialed by both Parties).

See Page-3-

*A true copy of the signed original*

ag. No. 3 - Contract: "J. Armando Bermúdez & Co., C. por A."  
and "Bermúdez International, Inc."



FOURTH: It is expressly agreed between the Parties that the conveyance and transfer of the manufacturer's trademarks previously mentioned in the SECOND Ordinal is made under the following conditions:

"THE SECOND PARTY" will not be able in any form to convey nor to negotiate with any person or entity the trademarks which are object of the present Contract without the previous and written authorization from "THE FIRST PARTY".

b) "THE SECOND PARTY" or whoever of the Grantees is obliged in not allowing that the trademarks conveyed through the present Act will be subject to embargo, expropriation or sale in public auction., etc.

FIFTH: "THE SECOND PARTY", as well as any other person or entity that might use the aforementioned trademarks and in virtue of what has been established, will be obliged to maintain the quality level of the products protected by such trademarks, as well as the reputation of those.

SIXTH: It is expressly agreed between the Parties, that in the cases of bankruptcy or dissolution of "THE SECOND PARTY", the use of the trademarks object of the present Contract will pass again to "THE FIRST PARTY" being the latter not responsible of paying any compensation or indemnity.

SEVENTH: The price agreed for the sale, conveyance and transfer referred to in the present Contract, has been established in the amount of DR\$15,000.00 (Fifteen Thousand Pesos) paid in cash by "THE SECOND PARTY" to "THE FIRST PART".

Subscribed and issued in good faith, in the city of Santiago de los Caballeros, Dominican Republic, today this seventh (7) day of the month of June of the year nineteen hundred and ninety-seven (1977).-----

BY: "THE FIRST PARTY"

"J. ARMANDO BERMUDEZ & CO., C. POR A."

(Signed)

J. Armando Bermúdez, Administrator

BY: "THE SECOND PARTY"

BERMUDEZ INTERNATIONAL, INC.

(Signed)

Luis Emilio Noboa Batule, Treasurer

*True Copy of the Signed Original*



*This copy of the original signed original*

This document has been duly Certified after the subscription of the same, as follows:

HEREBY CERTIFY: That the present copy is an original of the deposited by DR. LUCIA NIDIA DIAZ PALMA, in the month of June of the year 1997, in Santo Domingo, National District, Capital of the Dominican Republic, on the SEVENTEENTH (17) day of the month of June of the year NINETEEN HUNDRED AND NINETY-SEVEN (1997).

(Signed by)

LIC. RODOLFO A. ESPINEIRA C.  
Regional Director (Commercial & Industrial Dept.)

IN WITNESS WHEREOF I HAVE SIGNED AND STAMPED THE FOREGOING DOCUMENTATION IN THE CITY OF SANTIAGO DE LOS CABALLEROS, DOMINICAN REPUBLIC, THIS SEVENTEENTH (17) DAY OF THE MONTH OF SEPTEMBER OF THE YEAR NINETEEN HUNDRED AND NINETY-NINE (1999), HAVING REGISTERED IT IN THE BOOK UNDER MY CARE WITH NUMBER 4699, FOLIO 183/99.

*Nereyda Zouain de Jorge*  
Nereyda Zouain de Jorge  
Judicial Interpreter-Official Translator for the District of Santiago de los Caballeros, Dominican Republic  
ID#031-0105933-9  
Registration No. 0616-10-74  
9011 (9-10-74)

*734*  
*9/17/99*

Internal Revenue Cancelled Stamps Nos: 4364579;6605895

Date: September 17, 1999.-

*See back.*