

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
JOYCO USA CONFECTIONERY, INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of Florida  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
GENWEST, INC.  
9260 Sunset Drive  
Suite 207  
Miami, Florida 33173

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State of Florida  
 Other \_\_\_\_\_

Domestic representative is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: April 30, 2004

4. (A.) Trademark Application No.(s)

Additional numbers attached?  Yes  No

4. (B.) Trademark Registration No.(s)  
1258754  
839228

5. Correspondence should be mailed to:  
**VICTOR M. TANNENBAUM  
ABELMAN, FRAYNE & SCHWAB  
150 East 42nd Street  
New York, New York 10017**

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFT 3.41): ..... \$ **65.00**  
 Enclosed  
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)  
 Authorized to be charged to deposit account  
Deposit account number: 01-0035  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

B. 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.

**VICTOR M. TANNENBAUM** \_\_\_\_\_ **5/9/05**  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet, attachments and documents: **6**

CH \$65.00 010036 1258754

UNITED STATES

**REVOCATION  
AND  
NEW POWER OF ATTORNEY**

Mark: AFTER DINNER  
Registration: 1258754  
Serial N°.:  
Classes: 30  
Owner:

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Abelman, Frayne & Schwab, whose postal address is 150 East 42<sup>nd</sup> Street, New York, New York 10017-5612, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

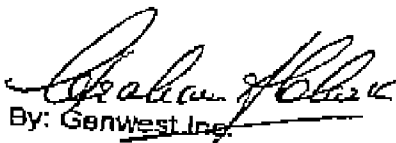
**POWER OF ATTORNEY**

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

Lawrence E. Abelman  
Jeffrey A. Schwab  
Norman S. Beier  
Victor M. Tannenbaum  
Peter J. Lynfield  
Marie Anne Mastrovito

Frank Terranella  
Caridad Pineiro Scordato  
Julianne Abelman  
Jonathan W. Gumpert  
Marsh G. Ajhar  
Julie B. Seyler

Members of the Bar of the State of New York, whose address is ABELMAN, FRAYNE & SCHWAB, 150 East 42<sup>nd</sup> Street, New York, New York 10017-5612 U.S.A. to transact business in the Patent and Trademark Office in connection with recordal of assignment of the trademark n°. 1258754.

  
By: Genwest Inc.

Graham J. Clark, Director and Authorized representative  
Date: 9<sup>th</sup> May 2005

UNITED STATES

<p><b>REVOCAATION</b></p> <p><b>AND</b></p> <p><b>NEW POWER OF ATTORNEY</b></p>
---------------------------------------------------------------------------------

Mark AFTER DINNER  
 Registration: 839228  
 Serial N<sup>o</sup>.:  
 Classes: 30  
 Owner:

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

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- |                       |                          |
|-----------------------|--------------------------|
| Lawrence E. Abelman   | Frank Terranella         |
| Jeffrey A. Schwab     | Caridad Pinelro Scordato |
| Norman S. Beier       | Julianne Abelman         |
| Victor M. Tannenbaum  | Jonathan W. Gumport      |
| Peter J. Lynfield     | Marsh G. Ajhar           |
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By: Genwest Inc.  
 Graham J. Clark, Director and Authorized representative  
 Date: 9<sup>th</sup> May 2005

After Dinner

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT is made this 30th day of April, 2004, by and between JOYCO USA CONFECTIONERY, INC., a Florida corporation (the "Assignor"), whose address is 6330 Manor Lane, Suite 200, South Miami, Florida 33143, Federal Employer Identification Number 592356394, represented by Mr. Pietro Fenu, duly empowered by virtue of a Corporate Resolution Dated April 30, 2004, in favor of GENWEST, INC., a Florida corporation, whose address is 9260 Sunset Drive, Suite 207, Miami, Florida 33173, Federal Employer Identification Number 592662760, represented by Mr. Andreu Puig Sabanes, duly empowered by virtue of Corporate Resolution Dated March 26, 2004 (the "Assignee").

**WITNESSETH:**

FOR VALUE in the amount of \$1,500,000.00, the sufficiency of which is hereby acknowledged, Assignor does hereby covenant and agree unto Assignee as follows:

1. Assignor does hereby convey, transfer and assign to Assignee all of Assignor's right, title and interest and in and to the trademark: "After Dinner", United States Patent and Trademark Register Nos. 1258754, Class 30, and 839228, Class 30 (collectively, the "Trademark").
2. Assignor represents and warrants that: (i) Assignor has previously used the Trademark in the regular course of its business, and (ii) Assignor has not assigned any of its right, title or interest, or granted a security interest, lien, encumbrance or pledge, in or to the Trademark to any other party.
3. Assignor acknowledges that the Assignment of the Trademark to Assignee shall not, and is not intended to, act as an assumption by Assignee of any of the obligations or liabilities of Assignor.
4. Assignor covenants and agrees that it shall not hereafter use the Trademark or any similar Trademark or name.
5. This instrument is intended to be self-executing. However, if any third party, including the United States Patent and Trademark Office, should request an additional document of transfer, Assignor agrees to properly execute same upon request of Assignee.
6. This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

1



