

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industria Licorera Euzkadi, S.A.		09/11/2006	CORPORATION: GUATEMALA
RECEIVING PARTY DATA			
Name:	Centollas Hill Acquisition Corp.		
Street Address:	OMC Chambers		
City:	Road Town, Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1666026	TROIKA	
CORRESPONDENCE DATA			
Fax Number:	(202)637-0023		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-637-0020		
Email:	jason.voight@hvpatentlaw.com		
Correspondent Name:	Jason D. Voight		
Address Line 1:	1012 14th Street, NW		
Address Line 2:	Suite 620		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	IG-006		
DOMESTIC REPRESENTATIVE			
Name:	Jason D. Voight		
Address Line 1:	1012 14th Street, NW		
Address Line 2:	Suite 620		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$40.00 1666026

NAME OF SUBMITTER:	Jason D. Voight
Signature:	/Jason D. Voight/
Date:	12/13/2006

Total Attachments: 17

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In the city of Guatemala, on December 6, 2006, I, Ana Gabriela Platero Midence, Sworn Translator, authorized in the Republic of Guatemala to translate the English and Spanish Languages according to Ministerial Decree No. 139 issued on March 25, 2002 and registered in the General Office of Personnel under No. 241, granting such translations legal value and public faith, **DO HEREBY CERTIFY:** to have at sight a legalized copy of **TRADEMARK ASSIGNMENT AGREEMENT** and its corresponding chain of legalizations. I will not translate the Legalization by the Vice Consul of the United States of America in Guatemala since it is written in English; however the other documents, written in Spanish, which contents translated by me into English, to the best of my knowledge and belief, read as follows:

"TRADEMARK ASSIGNMENT

DECLARATIONS

I. OTTO FRANCISCO ARCHILA PAIZ DECLARES:

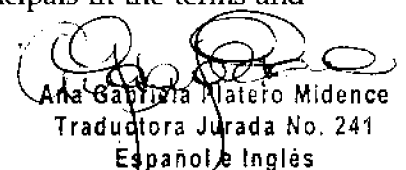
- A. That **INDUSTRIA LICORERA EUZKADI, SOCIEDAD ANÓNIMA**, is a company organized in accordance to the laws of the Republic of Guatemala, with domicile at Kilometro ciento treinta y seis y medio, Carretera al Pacífico, Aldea Nahualate, Municipality of Chicacao, Department of Suchitepequez, hereinafter simply referred to as the **ASSIGNER**.
- B. That he has full power and capacity to enter into this Agreement on behalf and in representation of **INDUSTRIA LICORERA EUZKADI, SOCIEDAD ANONIMA**, which has not been modified, revoked or limited in any way.
- C. That since it is in the interest of its principal, he enters into this Trademark Assignment Agreement with the company **CENTOLLAS HILL ACQUISITION CORP.**

II. OSCAR AURELIO VON ANSHELM MOLLER GONZALEZ DECLARES:

- A. That **CENTOLLAS HILL ACQUISITION CORP**, is a company organized in accordance to the laws of the British Virgin Islands with domicile at OMC Chambers, Road Town, Tortola British Virgin Islands, hereinafter simply referred to as the **ASSIGNEE**.
- B. That he has full power and capacity to enter into this Agreement on behalf and in representation of **CENTOLLAS HILL ACQUISITION CORP**, which has not been modified, revoked or limited in any way.
- C. That since it is in the interest of its principal, he enters into this Trademark Assignment Agreement with the company **INDUSTRIA LICORERA EUZKADI, SOCIEDAD ANONIMA**.

III. THE PARTIES DECLARE:

- A. That they acknowledge the capacity and representation with which they appear to enter into this Agreement, and that they are duly empowered to bind their Principals in the terms and conditions herein contained.


Ana Gabriela Platero Midence
Traductora Jurada No. 241
Español e Inglés

TRADEMARK

REEL: 003443 FRAME: 0627

B. That they enter into this **TRADEMARK ASSIGNMENT AGREEMENT**, in accordance to the following articles:

FIRST: OWNERSHIP OF THE TRADEMARKS

The ASSIGNER declares:

- I. That it is the holder of the registered trademarks and of the registration applications of the Trademarks identified in Schedule I of this Agreement, which forms an integral part of the same.
- II. That the trademarks and applications comprise the territory indicated in Schedule I of this agreement.
- III. That the registered trademarks are in force to this date and are free from any lien or limitation that may affect the rights of the ASSIGNEE; and in any case it shall be bound legal reparation.

SECOND: OF THE ASSIGNMENT.

The ASSIGNER hereby declares that it assigns and transfers to the ASSIGNEE the ownership of the registered trademarks and of the trademark registration applications identified in Schedule I of this agreement, and includes in said assignment all the rights that as an owner correspond to it.

THIRD: ASSIGNMENT PRICE.

The parties agree that the price of the assigned trademarks is TEN THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA (US\$ 10,000.00), amount that the ASSIGNER has received from the ASSIGNEE at its complete approval.

FOURTH: ASSIGNMENT REGISTRATION.

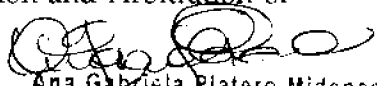
Through this agreement the ASSIGNEE is entitled to register the assignment in all the territory indicated in this Trademark Assignment Agreement; however, the ASSIGNER agrees to execute any document or authorization necessary to carry out the assignment within the territory, before the corresponding public authorities.

FIFTH: APPLICABLE LAW.

The terms of this agreement shall be interpreted and governed by the laws of the Republic of Guatemala.

SIXTH: ARBITRATION.

The Parties agree that in case of any controversy, conflict or dispute that arises between them, directly or indirectly deriving from this Agreement, its interpretations, fulfillment or compliance, it shall be settled by an Equity Arbitration in accordance to the Regulations of Conciliation and Arbitration of


Ana Gabriela Platero Midence
Traductora Jurada No. 241
Español e Inglés

TRADEMARK

REEL: 003443 FRAME: 0628

FUNDACIÓN CENAC, CENTRO DE ARBITRAJE Y CONCILIACIÓN, which the parties irrevocably accept as of this moment.

Additionally, the Parties agree that as of now they authorize **FUNDACIÓN CENAC, CENTRO DE ARBITRAJE Y CONCILIACIÓN** to appoint three (3) arbitrators in accordance to its Regulations

Furthermore, the Parties agree that **FUNDACIÓN CENAC, CENTRO DE ARBITRAJE Y CONCILIACIÓN** will be the institution in charge of managing the Arbitration in accordance to its regulations and that said arbitration will take place in the City of Guatemala, Republic of Guatemala and in Spanish. The applicable substantive law shall be the laws of the Republic of Guatemala.

The Parties expressly accept that the costs deriving from the agreed Arbitration will be equally paid by the Parties, up until the arbitrator's award is given, document in which the Arbitration Tribunal will decide who must pay for all or part of said costs. The attorneys' fees shall be paid by each of the parties, until a definite award is given, which shall indicate who must pay all or part of said fees.

SEVENTH: MAILING ADDRESSES.

For all types of notices, communications, citations, notifications and in general for everything that related with this Agreement, the Parties designate as their mailing addresses, the addresses stated in the declarative part of this Agreement. For any change or amendment to the mailing addresses to be valid, it shall be notified in writing to the other Party.

EIGHTH: SEVERABILITY.


If any condition, term or agreement in this Agreement is considered null, invalid or non-executable, said condition, agreement or term shall be interpreted as divisible and said nullity, invalidity or non-executability shall only be ascribed only to that part of this Agreement and this Agreement shall be fulfilled as if said null, invalid or non-executable term were not included in it.

NINTH: COMPLETE AGREEMENT.

It is agreed that none of the Parties has done or is making any declaration or guarantee, expressly or implicitly, which is not specifically included in this Agreement. That this Agreement is the complete agreement between the Parties, and that it cancels and supersedes all other previous agreements, written or oral and that no waiver, amendment or change to any of the terms of this Agreement shall be valid unless it is made in writing and accepted by both parties.

TENTH: ACCEPTANCE.

The Parties, well informed of the contents and scope of this Agreement, accept it in each and every one of its clauses.


Ana Gabriela Platero Midence
Traductora Jurada No. 241
Español e Inglés

TRADEMARK

REEL: 003443 FRAME: 0629

It is agreed in said manner and as witness of the aforementioned, both parties execute and sign this Agreement and its Schedule in two counterparts, both with the same validity, in the dates indicated below by each of the parties.

INDUSTRIA LICORERA EUZKADI, S.A. Signature: [Illegible Signature]. Name: Otto Francisco Archila Paiz. Date: September 11, 2006.

CENTOLLAS HILL ACQUISITION CORP. Signature: [Illegible Signature]. Name: Oscar Aurelio Von Anshelm Moller Gonzalez. Date: September 11, 2006.

[Signature Legalization]

In the city of Guatemala, on September eleventh, two thousand and six, I, the Undersigned Notary, DO HEREBY ATTEST: that the preceding signatures that appear in the private document that has a Trademark Assignment Agreement of this same date, included in five sheets of paper, which I sign and seal, are GENUINE for having been placed today in my presence by: a) **OTTO FRANCISCO ARCHILA PAIZ**, person of my previous knowledge and who identifies himself with identity card number of order R dash nineteen and registration number seven thousand three hundred and eighteen, issued by the Municipal Mayor of Cabanas, department of Zacapa, and b) **OSCAR AURELIO VON ANSHELM MOLLER GONZALEZ** person of my previous knowledge and who identifies himself with identity card number of order O dash sixteen and registration number nineteen thousand eight hundred and seventy-two, issued by the Municipal Mayor of Coban, department of Alta Verapaz. After Mr. Otto Francisco Archila Paiz and Mr. Oscar Aurelio Von Anshelm Moller Gonzalez read the written and well informed of its contents, purpose, validity and other legal effects, they ratify, accept and sign it together with the undersigned Notary, who ATTESTS all the Written.

[There appear two illegible signatures] Before me: [illegible signature] [Rubber Seal:] Ana Karina Calderon Rodriguez. Attorney and Notary.

[There appear two Notarial Revenue Stamps of the value of Q.5.00 and a Fiscal Revenue Stamp of the Value of Q.5.00, which have been stamped by the Notary]

[The Notary legalizing the signatures of the parties numbered the original document]

SCHEDULE I

Territory: Comprises the Republics of Guatemala, El Salvador, Honduras and Nicaragua and the United States of America.


COUNTRY	FILE NO.	REGISTRATION NO.	FOLIO	BOOK	Expiration Date
Guatemala		58796	164	129	09-07-2009

Guatemala		130612	279	293	04-07-2014
Guatemala		37624	224	90	09-09-2009
Guatemala		127819	186	284	09-02-2014
Guatemala		130763	130	294	12-07-2014
Guatemala		118079	46	252	06-06-2012
Guatemala		39910	17	95	30-09-2010
Guatemala	2005-6178				
Guatemala	2005-6179				
Guatemala	2005-6180				
Guatemala	2005-6181				
El Salvador		142	287-288	59	09-03-2016
El Salvador		125	253-254	59	09-03-2016
El Salvador		62	125-126	16	07-07-2014
El Salvador		66	135-136	34	04-03-2015
El Salvador		244	493-494	13	24-05-2014
El Salvador		218	449-450	5	16-12-2011
El Salvador		18	41-42	124	09-10-2009
El Salvador		162	327-328	65	27-06-2016
El Salvador		152	305-306	86	12-01-2009
El Salvador	2005-50898				
El Salvador	2006-57498				
El Salvador	2006-57500				
Honduras		86105	55	130	13-11-2012
Honduras		86106	56	130	13-11-2012
Honduras		92094	47	170	08-10-2014
Honduras		92093	46	170	08-10-2014
Honduras		92092	45	170	08-10-2014
Nicaragua		18939	13	53	11-09-2009
Nicaragua		600518	200	231	27-02-2016
Nicaragua		22874	46	68	04-03-2013
United States		1666026			26-11-2011

[The legal representatives of the Companies and the Notary legalizing the signatures has signed and sealed all the pages of the Trademark Assignment Agreement, including the Schedule.]

[Photocopies Legalization]

In Villa de Mixco, department of Guatemala on October tenth, two thousand and six, as Notary, I **ATTEST:** That the five preceding photocopies and this one, useful only on their front side are **GENUINE** for having been reproduced today in my presence from their corresponding original, that consist on a Trademark Assignment Agreement, executed between the companies Industria Licorera Euzkadi, Sociedad Anonima and Centollas Hill Acquisition Corp. In testimony whereof I proceed to number, sign and seal them.


 Ana Gabriela Platero Midence
 Traductora Jurada No. 241
 Español e Inglés

TRADEMARK

REEL: 003443 FRAME: 0631

BY ME AND BEFORE ME: [Illegible Signature] [Rubber Seal:] Salvador del Valle Pezzarossi, Lawyer & Notary.

[There appear two Notarial Revenue Stamps of the value of Q.5.00 and a Fiscal Revenue Stamp of the Value of Q.5.00, all of which have been stamped by the Notary]

[Each of the legalized copies of the Trademark Assignment Agreement was signed and seal by the Notary and have a Fiscal Revenue Stamp of the value of Q.0.50 duly sealed by the Notary.]

[Legalization by the Judicial Branch]

JUDICIAL BRANCH

GENERAL ARCHIVES OF NOTARIAL REGISTRIES

ELECTRONIC REGISTRY OF NOTARIES

GUATEMALA, C.A.

[Seal:] Judicial Branch. General Archives of Notarial Registries

[Seal:] Judicial Branch. Guatemala, C.A.

No. REN 4352-2006

THE UNDERSIGNED SUB-DIRECTOR OF THE GENERAL ARCHIVES OF NOTARIAL REGISTRIES OF THE JUDICIAL BRANCH OF THE REPUBLIC OF GUATEMALA, **DOES HEREBY CERTIFY:**

That the signature of Notary **SALVADOR DEL VALLE PEZZAROSSO** is **GENUINE**, since it is the one corresponding to the aforementioned Notary in accordance to entry **ten thousand one hundred and thirty folio two thousand nine hundred and sixteen book six E** of the Electronic Registry of Notaries which is part of these Archives.

The undersigned does not judge nor assume any responsibility for the contents nor juridical validity of the document that has the signature that is legalized. Tariff: Q.117.60 Agreement 12-2002 of the Supreme Court of Justice, Receipt No. 0356292.

Guatemala, October 10, 2006

[Illegible Signature] [Rubber Seal:] Licda. Mireya Soto de Berganza, Sub-director, General Archives of Notarial Registries.

7ª Avenida 9-20 Zona 9, Edificio Jade, Guatemala, C.A. PBX: 2248-7222 Telefax: 2248-7211

[Golden Embossed Seal:] Judicial Branch. General Archives of Notarial Registries. Guatemala, C.A.

[There appear two Fiscal Revenue Stamps of the value of Q.5.00, which have been stamped with the seal of the General Archives of Notarial Registries of the Judicial Branch.]


Ana Gabriela Platero Midence
Traductora Jurada No. 241
Español e Inglés

TRADEMARK

REEL: 003443 FRAME: 0632

[Legalization by the Ministry of Foreign Affairs]

THE MINISTRY OF FOREIGN AFFAIRS

of the Republic of Guatemala, C.A.

DOES HEREBY CERTIFY: That the signature of Mrs. MIREYA SOTO DE BERGANZA is Genuine, who at the time of placing it acted as SUB-DIRECTOR OF THE GENERAL ARCHIVES OF NOTARIAL REGISTRIES.

The Ministry of Foreign Affairs spreads upon the record that it does not take any responsibility for the contents nor for the validity of this document and this legalization is limited to acknowledging the authenticity of the signature of the referred official.



Friday, October 13, 2006. [Illegible Signature] [Rubber Seal:] Lic. Manolo Alejandro Jose Montufar Chavez. Head of the Legalizations Department.

The Legalizations Department of the Ministry of Foreign Affairs does not charge any cost for legalizing this document, and only requires the payment of the corresponding Q.10.00 tax through the corresponding fiscal revenue stamps.

[Rubber Stamp:] Ministry of Foreign Affairs. Legalizations. Guatemala, C.A.

[There appear two Fiscal Revenue Stamps of the value of Q.5.00, which have been stamped with the seal of the Legalizations Department of the Ministry of Foreign Affairs.]”

IN TESTIMONY WHEREOF, at the request of the interested party, for the legal uses said party may deem convenient, and without assuming any responsibility whatsoever for the contents of the translated document, I issue, sign and seal this sworn translation in seven sheets of paper, duly numbered and compared with the original document.


Ana Gabriela Platero Midence
Traductora Jurada No. 241
Español e Inglés


TRADEMARK

REEL: 003443 FRAME: 0633

En San Jose Guatemala
Panamá

**CESION DE MARCAS
DECLARACIONES**

0128123

I. DECLARA OTTO FRANCISCO ARCHILA PAIZ

A. Que **INDUSTRIA LICORERA EUZKADI, SOCIEDAD ANONIMA** es una sociedad organizada conforme las leyes de la República de Guatemala, con domicilio en Kilómetro ciento treinta y seis y medio, Carretera al Pacífico, Aldea Nahualate, Municipio de Chicacao, Departamento de Suchitepequez, en adelante llamada simplemente LA CEDENTE.

0128123

B. Que tiene poder y capacidad suficientes para celebrar el presente Contrato en nombre y representación de **INDUSTRIA LICORERA EUZKADI, SOCIEDAD ANONIMA**, la cual no le ha sido modificada, revocada, ni limitada en forma alguna.

C. Que por así convenir a los intereses de su representada, celebra el presente Contrato de cesión de derechos de marcas con la entidad **CENTOLLAS HILL ACQUISITION CORP.**

II. DECLARA OSCAR AURELIO VON ANSHELM MOLLER GONZALEZ

A. Que **CENTOLLAS HILL ACQUISITION CORP**, es una sociedad organizada conforme a las leyes de Islas Vírgenes Británicas, con domicilio en OMC Chambers, Road Town, Tortola British Virgin Islands, en adelante llamada simplemente LA CESIONARIA.

B. Que tiene poder y capacidad suficientes para celebrar el presente Contrato en nombre y representación de **CENTOLLAS HILL ACQUISITION CORP** la cual no le ha sido modificada, revocada ni limitada en forma alguna.

C. Que por así convenir a los intereses de su representada, celebra el presente Contrato con **INDUSTRIA LICORERA EUZKADI, SOCIEDAD ANONIMA**

III. LAS PARTES DECLARAN:



Salvador Del Valle Pezzarossi
Abogado C. No. 2000

[Signature]
AMA...
Almendro...

TRADEMARK

REEL: 003443 FRAME: 0634

Segunda

Segunda

- A. Que se reconocen la capacidad y personalidad con la cual concurren a la celebración del presente Contrato, estando facultados para obligar a sus representadas en los términos y condiciones que en el mismo se precisan.
- B. Que celebran el presente **CONTRATO DE CESION DE MARCAS**, de acuerdo al contenido de las cláusulas siguientes:

PRIMERA. PROPIEDAD DE LAS MARCAS

LA CEDENTE declara:

- I. Que es titular de las marcas registradas y de las solicitudes de registro de marcas identificadas en el Anexo I de este Contrato, el cual forma parte integral del mismo.
- II. Que las marcas y solicitudes comprenden el territorio establecido en el Anexo I de este contrato.
- III. Que las marcas registradas se encuentran vigentes a la presente fecha y se encuentran libre de gravámenes y limitaciones que puedan afectar los derechos de LA CESIONARIA; obligándose en todo caso al saneamiento de ley.



SEGUNDA: DE LA CESION.

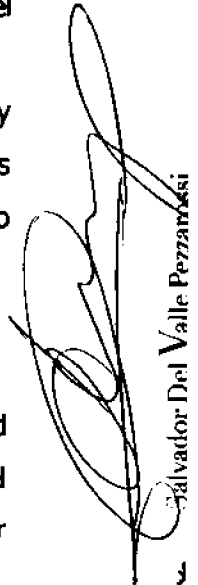
LA CEDENTE declara que por este acto cede y traspassa a LA CESIONARIA la titularidad de las marcas registradas y de las solicitudes de registro de marcas identificadas en el Anexo I de este contrato, incluyendo en dicha cesión todos los derechos que como titular le corresponden.

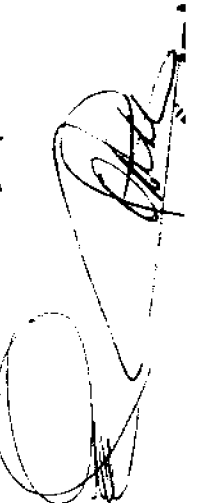
TERCERA: PRECIO DE LA CESION:

Las partes acuerdan como valor de la cesión de las marcas la cantidad de DIEZ MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (USD 10,000.00), cantidad que LA CEDENTE tiene por bien recibida a su entera satisfacción por parte de LA CESIONARIA.

CUARTA: INSCRIPCION DE LA CESION

Por el presente contrato LA CESIONARIA queda facultada para inscribir la cesión en todo el territorio que comprende el presente contrato de cesión de marcas; sin embargo, LA CEDENTE se obliga a suscribir cualquier documento o autorización que sea necesario para formalizar la cesión dentro del territorio, antes las autoridades públicas


Salvador Del Valle Pezanos





correspondientes.

QUINTA: LEY APLICABLE

Los términos del presente contrato, se interpretarán y regirán de acuerdo con las leyes de la República de Guatemala.

SEXTA. ARBITRAJE

Las partes contratantes convienen en que de producirse cualquier controversia, conflicto o disputa entre ellas, derivada directa o indirectamente del presente Contrato, de su interpretación, ejecución o cumplimiento, se resolverá mediante Arbitraje de Equidad de conformidad con el Reglamento de Conciliación y Arbitraje de la **FUNDACION CENAC, CENTRO DE ARBITRAJE Y CONCILIACION** el cual los contratantes aceptan desde ya en forma irrevocable.

Adicionalmente, acuerdan las partes contratantes que desde ya autorizan para que la **FUNDACIÓN CENAC, CENTRO DE ARBITRAJE Y CONCILIACION** nombre a los árbitros que serán tres (3) de conformidad con su Reglamento.

Adicionalmente acuerdan las partes contratantes que la **FUNDACION CENAC, CENTRO DE ARBITRAJE Y CONCILIACION** será la institución encargada de administrar el Arbitraje de conformidad con su normativa y que dicho arbitraje se llevará a cabo en la ciudad de Guatemala, República de Guatemala y en idioma español. La ley de fondo aplicable al arbitraje será la legislación guatemalteca.

Las partes aceptan expresamente por este acto que los costes de sufragar el Arbitraje pactado se asumirán por partes iguales hasta que se pronuncie el laudo arbitral, en el cual, el Tribunal Arbitral decidirá a quien corresponde cubrir la totalidad o parte de dichos costes. Los honorarios de abogados se absorberán por cada una de las partes hasta que se pronuncie un laudo definitivo, que deberá determinar a quién corresponderá cubrir la totalidad o parte de dichos honorarios.

SEPTIMA: DOMICILIOS CONVENCIONALES:

Para toda clase de avisos, comunicaciones, citaciones, notificaciones y en general para todo lo relacionado con el presente Contrato, las partes señalan como sus domicilios convencionales, las direcciones establecidas en la parte declarativa de este Contrato. Para que cualquier cambio o modificación en los domicilios convencionales sea válido, deberá notificarse por escrito a la otra Parte.



[Handwritten signature]
Abogado Del Valle Pezzarossi

[Handwritten signature]

[Handwritten signature]
FUNDACION CENAC

OCTAVA: VALIDEZ CONTRACTUAL:

Si cualquier condición, término o convenio de este Contrato en cualquier momento es considerado nulo, inválido o inejecutable, tal condición, convenio o término será interpretado como divisible y se atribuirá solamente a esa parte de este Contrato la nulidad, invalidez o inejecutabilidad y este Contrato será llevado a cabo como si tal término nulo, inválido o inejecutable no estuviese incluido en el mismo.

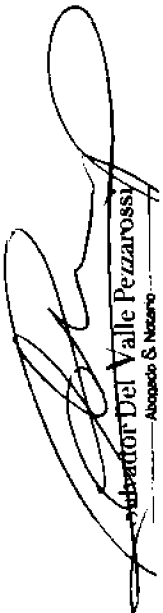
NOVENA: CONTRATO TOTAL

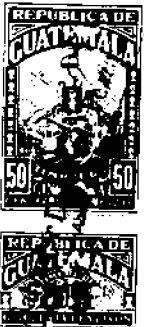
Se acuerda que ninguna de las Partes ha hecho o está haciendo declaración o garantía alguna expresa o implícita, no establecida explícitamente en este Contrato, que este Contrato es el Contrato total entre las Partes, que cancela y sobresee todos los contratos anteriores, escritos u orales y que ninguna renuncia, modificación o cambio de cualesquiera de los términos de este Contrato serán válidos a menos que sean por escrito y aceptados por ambas partes.

DECIMA: ACEPTACIÓN

Las partes contratantes plenamente enteradas del contenido y alcances del presente Contrato, lo aceptan en todas y cada una de sus cláusulas.

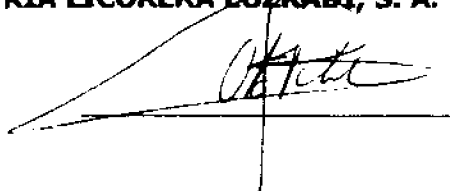
Así queda convenido y como testimonio de lo anterior, ambas partes subscriben y firman el presente Contrato y su Anexo en dos ejemplares ambos con la misma validez, en las fechas indicadas abajo por cada una de ellas.


Abogado Del Valle Pezarrossy
Abogado S. Nicargua



INDUSTRIA LICORERA EUZKADI, S. A.

Firma:

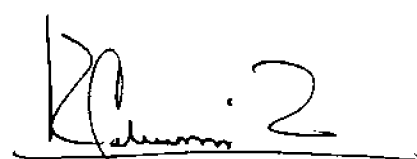


Nombre: Otto Francisco Archila Paiz

Fecha: 11 de septiembre del 2006



CENTOLLAS HILL ACQUISITION CORP




MARIA FLORENCIA RODRIGUEZ
Abogada S. Nicargua

TRADEMARK

En ... Hoja.
Quinta

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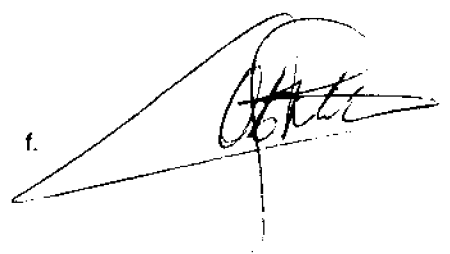
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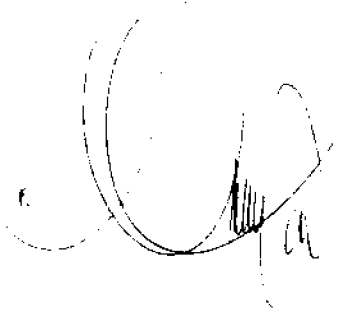
Nombre: Oscar Aurelio Von Anshelm Moller González

Fecha: 11 de septiembre del 2006

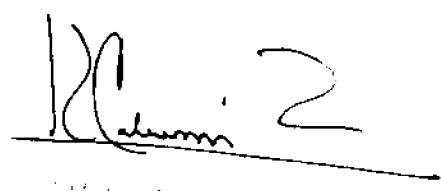
En la ciudad de Guatemala, el día once de septiembre del año dos mil seis, Yo, el infrascrito Notario, DOY FE: que las firmas que anteceden y que calzan en el documento privado que contiene Contrato de Cesión de Marcas, de esta misma fecha, el cual se encuentra contenido en cinco hojas de papel bond, las cuales firmo y sello, son **AUTENTICAS** por haber sido puestas el día de hoy en mi presencia por los señores: a) **OTTO FRANCISCO ARCHILA PAIZ** quien es persona de mi conocimiento y se identifica con la cédula de vecindad con número de orden R guión diecinueve y de registro siete mil trescientos dieciocho, extendida por el Alcalde Municipal de Cabañas, departamento de Zacapa y b) **OSCAR AURELIO VON ANSHELM MOLLER GONZÁLEZ** quien es persona de mi conocimiento y se identifica con la cédula de vecindad con número de orden O guión dieciséis y de registro veintinueve mil ochocientos setenta y dos, extendida por el Alcalde Municipal de Cobán, departamento de Alta Verapaz. Leído lo escrito por los señores Otto Francisco Archila Paiz y Oscar Aurelio Von Anshelm Moller González y bien enterados de su contenido, objeto, validez y demás efectos legales, lo ratifican, aceptan y firman juntamente con el infrascrito Notario, que de todo lo expuesto DOY FE.

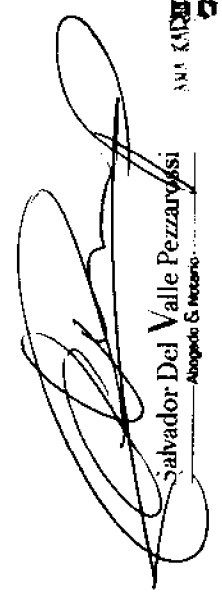






ante mí!





1618140
NOTARIO
SALVADOR DEL VALLE PEZZAROSSE
Abogado y Notario

En Ses Hoja: Sete

ANEXO I

Territorio: Comprende las Repúblicas de Guatemala, El Salvador, Honduras y Nicaragua y los Estados Unidos de América.

PAIS	No. DE EXPEDIENTE	No. DE REGISTRO	FOLIO	LIBRO	Fecha de Vencimiento
Guatemala		58796	164	129	09-07-2009
Guatemala		130612	279	293	04-07-2014
Guatemala		37624	224	90	09-09-2009
Guatemala		127819	186	284	09-02-2014
Guatemala		130763	130	294	12-07-2014
Guatemala		118079	46	252	06-06-2012
Guatemala		39910	17	95	30-09-2010
Guatemala	2005-6178				
Guatemala	2005-6179				
Guatemala	2005-6180				
Guatemala	2005-6181				
El Salvador		142	287-288	59	09-03-2016
El Salvador		125	253-254	59	09-03-2016
El Salvador		62	125-126	16	07-07-2014
El Salvador		66	135-136	34	04-03-2015
El Salvador		244	493-494	13	24-05-2014
El Salvador		218	449-450	5	16-12-2011
El Salvador		18	41-42	124	09-10-2009
El Salvador		162	327-328	65	27-06-2016
El Salvador		152	305-306	86	12-01-2009
El Salvador	2005-50898				
El Salvador	2006-57498				
El Salvador	2006-57500				
Honduras		86105	55	130	13-11-2012
Honduras		86106	56	130	13-11-2012
Honduras		92094	47	170	08-10-2014
Honduras		92093	46	170	08-10-2014
Honduras		92092	45	170	08-10-2014
Nicaragua		18939	13	53	11-09-2009
Nicaragua		600518	200	231	27-02-2016
Nicaragua		22874	46	68	04-03-2013
Estados Unidos		1666026			26-11-2011



[Handwritten signature]
 Salvador Del Valle Pezzarossi
 Abogado G. Notario

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 ANA KARINA CALDERON RODRIGUEZ
 Abogada y Notaria



En la Villa de Mixco, departamento de Guatemala el día diez de octubre del año dos mil seis, como Notario Público, doy fe: Que las cinco fotocopias que antecede y la presente, útiles únicamente en su anverso y que son **AUTENTICAS** por haber sido reproducidas el día de hoy a mi presencia de su respectivo original, que consisten en: Contrato de Cesión de Marcas, celebrado entre las entidades Industria Licorera Euzkadi, Sociedad Anónima y Centollas Hill Acquisition Corp. En virtud de lo cual procedo a numerarlas, firmarlas y sellarlas.

1720298
 Salvador Del Valle Pezzarossi
 Abogado & Notario

POR MI Y ANTE MI:



Salvador Del Valle Pezzarossi
 Abogado & Notario

Salvador Del Valle Pezzarossi
 Abogado & Notario



**ORGANISMO JUDICIAL
ARCHIVO GENERAL DE PROTOCOLOS
REGISTRO ELECTRÓNICO DE NOTARIOS
GUATEMALA, C.A.**

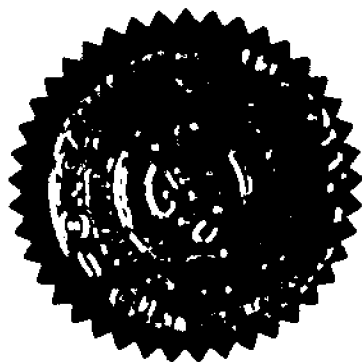


No. REN 4352-2006

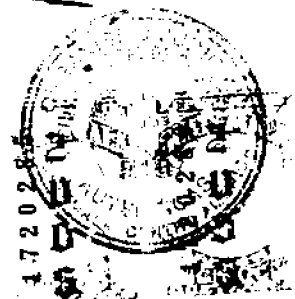
LA INFRASCrita SUB-DIRECTORA DEL ARCHIVO GENERAL DE PROTOCOLOS DEL ORGANISMO JUDICIAL DE LA REPUBLICA DE GUATEMALA, CERTIFICA: Que la firma del notario **SALVADOR DEL VALLE PEZZAROSSI** es **AUTENTICA**, en virtud de ser la que corresponde al citado notario de conformidad con el asiento **diez mil ciento treinta folio dos mil novecientos dieciseis libro seis E** del Registro Electrónico de Notarios que obra en este Archivo.

La suscrita, no prejuzga ni asume responsabilidad alguna por el contenido ni por la eficacia jurídica del documento, de cuya firma se legaliza. TARIFA: Q. 117.60 ACUERDO 12-2002 DE LA CORTE SUPREMA DE JUSTICIA RECIBO No 0356292.

Guatemala, 10 de octubre de 2006.




Mireya Soto de Benganza
Subdirectora
Archivo General de Protocolos



7^a. AVENIDA 9-20 ZONA 9, EDIFICIO JADE, GUATEMALA, C.A. 01009
PBX : 2248-7222 TELEFAX : 2248-7211

DE DE

TRADEMARK
REEL: 003443 FRAME: 0641



EL MINISTERIO DE RELACIONES EXTERIORES
De la República de Guatemala, C.A.



CERTIFICA: Que es auténtica la firma del Señor(a)

--MIREYA SOTO DE BERGANZA--

Quien a la fecha de ponerla, desempeñaba funciones de:

--SUBDIRECTORA ARCHIVO GENERAL DE PROTOCOLOS--

Se hace constar que el Ministerio de Relaciones Exteriores no **asume responsabilidad alguna por el contenido ni por la eficacia jurídica de este documento** y la presente legalización se limita a reconocer la autenticidad de la firma del funcionario en referencia.



Viernes, 13 de Octubre de 2006

Lic. Manolo Alejandro José Montúfar Chán
JEFE DEL DEPARTAMENTO DE AUTÉNTICAS




REPUBLIC OF GUATEMALA }
CITY AND DEPARTMENT OF GUATEMALA } SS:
EMBASSY OF THE UNITED STATES }
OF AMERICA }

I MATTHEW STOKES
Consul of the United States of America
at Guatemala, Guatemala duly commissioned
and qualified, do hereby certify that

MANOLO ALEJANDRO JOSE MONTUFAR
CHAVEZ
whose true signature and official seal
are, respectively, subscribed and affixed
to the foregoing (annexed) certificate
(document) was on the 13TH
day of OCTOBER 20 06
thereof, CHIEF OF AUTHENTICATIONS
MINISTRY OF FOREIGN AFFAIRS

of the Republic of Guatemala, to whose
official acts, faith and credit are due.
IN WITNESS WHEREOF I HAVE hereunto set
my hand and affixed the seal of the Consular
Service of the United States of America at
Guatemala, Guatemala, this 18TH
day of OCTOBER 20 06


MATTHEW STOKES
VICE CONSUL OF THE
UNITED STATES