

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
C.B.I. International, Inc.		12/01/2006	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	C.B.I. International, LLC
Street Address:	13015 S.W. 89 Place
Internal Address:	Suite 225
City:	Miami
State/Country:	FLORIDA
Postal Code:	33176
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3028686	TROPI CHAMPAN

**CORRESPONDENCE DATA**

Fax Number: (904)564-1848  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 904-564-1818  
 Email: cmeide@meidelaw.com  
 Correspondent Name: Meide Law Firm, P.A.  
 Address Line 1: 7545 Centurion Parkway  
 Address Line 2: Suite 201  
 Address Line 4: JACKSONVILLE, FLORIDA 32256

ATTORNEY DOCKET NUMBER:	CBI
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NAME OF SUBMITTER:	Cheryl Meide, Esquire
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OP \$40.00 3028686

Signature:	/cheryl meide/
Date:	05/06/2007
<b>Total Attachments: 3</b> source=Executed TRADEMARK ASSIGNMENT TC Country#page1.tif source=Executed TRADEMARK ASSIGNMENT TC Country#page2.tif source=Executed TRADEMARK ASSIGNMENT TC Country#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between C.B.I. INTERNATIONAL, INC. ("Registrant"), a Florida Corporation having offices located at 13015 S.W. 89 Place, Suite 225, Miami, FL 33176 and C.B.I. INTERNATIONAL, LLC, a Florida Limited Liability Company having offices located at 13015 S.W. 89 Place, Suite 225, Miami, FL 33176 ("Assignee").

### **WITNESSETH:**

WHEREAS, Registrant owns U.S. Trademark Registration Number 3028686, registered December 13, 2005 for TROPI CHAMPAN (and design), which such trademark registration is on the Principal Register of the U. S. Patent and Trademark Office based on Use in Commerce -- Lanham Act §1(a), 15 U.S.C. §1051(a); and

WHEREAS, Assignee is the successor through merger to Registrant's business to which the Trademark pertains; and

WHEREAS, Assignee desires to acquire all rights, title, and interests in and to the Trademark and such Trademark registration and the goodwill associated therewith; and

WHEREAS, Registrant desires, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, to assign to Assignee, as of the Effective Date, all right, title and interest in such Trademark and Trademark registration, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the covenants set forth below, Registrant and Assignee hereby agree as follows:

### **ARTICLE I: RECITALS AND DEFINITIONS**

Section 1.01 – Recitals: The above identification of parties and recitals is true and correct.

Section 1.02 – Definitions: The following definitions apply:

- (1) Effective Date: The term "Effective Date" means the first date that both Registrant and Assignee have signed this Agreement.
- (2) Certificates of Registration: The term "Certificates

of Registration" means those certain Certificates of Trademark Registration issued by the PTO or foreign trademark offices for the Trademark stated herein.

- (3) PTO: The term "PTO" means the United States Patent and Trademark Office.
- (4) Trademark: The term "Trademark" means the registered mark TROPI CHAMPAN (and design), as set forth in Exhibit A attached hereto and by this reference incorporated herein, for "soft drinks," which was filed with the PTO on November 10, 2004 and has been assigned Registration number 3028686, including all spellings, formatives, phonetic variations, and stylized versions of the same.

### **ARTICLE II: ASSIGNMENT**

Section 2.01 – Assignment: Registrant and Assignee hereby acknowledge that Assignee is the successor to Registrant's business to which the Trademark pertains and such business is ongoing and existing. Assignee's succession to Registrant's business is a result of a merger between Registrant and Assignee. Registrant hereby assigns, transfers, and conveys to Assignee any and all rights, title and interests Registrant may have or accrue in connection with the Trademark, including without limitation Trademark Registration Number 3028686 for the mark TROPI CHAMPAN (and design), together with the good will connected with the use of and symbolized by said Trademark. All said rights are to be held and enjoyed by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns to the full end of the term for which said Trademark and Trademark registration has been granted.

Section 2.02 – Deed of Assignment: Registrant shall record in the Assignment Branch of the PTO this executed Trademark Assignment.

Section 2.03 – Issuance: Registrant hereby authorizes and requests the PTO to assign the Trademark to Assignee and issue all subsequent correspondence concerning the Trademark to Assignee, giving Assignee all rights, title and interests in and to the Trademark. Registrant hereby authorizes and requests that any officials of foreign countries whose duty it is to issue Certificates of Registration, to issue all Certificates of Registration respecting the Trademark to Assignee, as the owner of all rights, title and interests in and to the Trademark.

Section 2.04 – Warranty of Title: Registrant represents

and warrants that Registrant has full right to convey the rights, title and interests herein assigned, that Registrant has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given.

Section 2.05 – Cooperation: As requested by Assignee, Registrant shall provide assistance, cooperation, and information reasonably necessary for Assignee to secure, protect, register and enforce the rights Assignee may have or accrue in connection with the Trademark, including without limitation, preparing, completing, prosecuting, maintaining, preserving, enforcing and/or defending the Registration and/or any Certificates of Registration respecting the Trademark. Such assistance and cooperation shall include, without limitation, making all rightful oaths regarding the Trademark and executing and delivering any written instruments respecting the Trademark, including but not limited to affidavits as requested by Assignee.

Section 2.06 – Governing Law: This Agreement shall be governed by the laws of the State of Florida and venue shall be Dade County, Miami, Florida.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**REGISTRANT:**

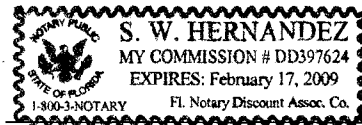
C.B.I. INTERNATIONAL, INC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: *German Giammattei*  
German Giammattei, Sr., President

Date: 12/1/2006

STATE OF Florida  
COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 1<sup>st</sup> day of December, 2006 personally appeared German Giammattei, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Notary Public

My Commission Expires: February 17, 2009

**ASSIGNEE:**

C.B.I. INTERNATIONAL, LLC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: *Jaime Giammattei*  
Jaime Giammattei, President

Date: 12/1/2006

STATE OF Florida  
COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 1<sup>st</sup> day of December, 2006 personally appeared Jaime Giammattei, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Notary Public

My Commission Expires: February 17, 2009

EXHIBIT A

Assigned Mark

