

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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: 6**

Property Type	Number	Word Mark
Registration Number:	3070500	TROPI CHAMPAN
Registration Number:	3070523	TROPI CHAMPAN ...ES COLA CHAMPAGNE
Registration Number:	3067748	TROPI CHAMPAN
Serial Number:	77022864	BANA-NINA TROPICAL
Registration Number:	3028719	DISFRUTE TROPI CHAMPAN
Registration Number:	3065486	THE RED KOLA ROJITA

**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.

OP \$165.00 3070500

Address Line 1: 7545 Centurion Parkway  
Address Line 2: Suite 201  
Address Line 4: JACKSONVILLE, FLORIDA 32256

ATTORNEY DOCKET NUMBER:	CBI
NAME OF SUBMITTER:	Cheryl Meide, Esquire
Signature:	/cheryl meide/
Date:	05/06/2007

**Total Attachments: 18**

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## 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 3070500, registered March 21, 2006 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 16, 2004 and has been assigned Registration number 3070500, 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 3070500 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

CBI.014c

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:**

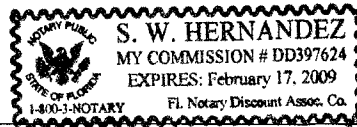
C.B.I. INTERNATIONAL, INC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
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:**

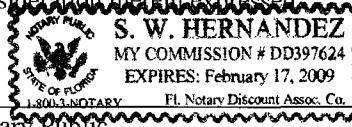
C.B.I. INTERNATIONAL, LLC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
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



## 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 3070523, registered March 21, 2006 for TROPI CHAMPAN ... ES COLA CHAMPAGNE (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 ... ES COLA CHAMPAGNE (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 December 6, 2004 and has been assigned Registration number 3070523, 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 3070523 for the mark TROPI CHAMPAN ... ES COLA CHAMPAGNE (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:**

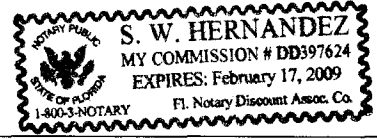
C.B.I. INTERNATIONAL, INC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
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:**

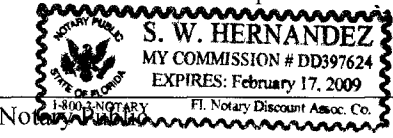
C.B.I. INTERNATIONAL, LLC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
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.



My Commission Expires: February 17, 2009

EXHIBIT A

Assigned Mark





## 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 3067748, registered March 14, 2006 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:

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- (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 December 6, 2004 and has been assigned Registration number 3067748, 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 3067748 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

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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:**

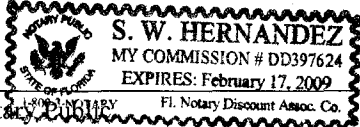
C.B.I. INTERNATIONAL, INC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

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

Date: 12/1/2008

STATE OF Florida  
COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 1<sup>st</sup> day of December, 2008 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:**

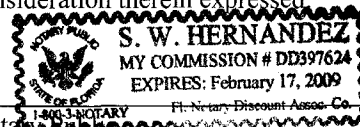
C.B.I. INTERNATIONAL, LLC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: *Jaime Giammattei*  
Jaime Giammattei, President *Manager*

Date: 12/1/2008

STATE OF Florida  
COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 1<sup>st</sup> day of December, 2008 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



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between C.B.I. INTERNATIONAL, INC. ("Applicant"), a Florida Corporation having offices located at 10689 N. Kendall Drive, Suite 300, 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, Applicant owns U.S. Trademark Application Serial Number 77022864, filed on October 17, 2006 for BANA-NINA TROPICAL (and design), which such trademark application 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) ("Trademark Application"); and

WHEREAS, Assignee is the successor through merger to Applicant'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 Application and any resultant registration and the goodwill associated therewith; and

WHEREAS, Applicant 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 Application and any resultant registration, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the covenants set forth below, Applicant 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 Applicant 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 trademark BANA-NINA TROPICAL (and design), as set forth in Exhibit A attached hereto and by this reference incorporated herein, for "soft drinks, namely carbonated soft drinks" and which an application was filed for with the PTO on October 17, 2006 and has been assigned Serial Number 77022864, including all spellings, formatives, phonetic variations, and stylized versions of the same.

### ARTICLE II: ASSIGNMENT

Section 2.01 – Assignment: Applicant and Assignee hereby acknowledge that Assignee is the successor to Applicant's business to which the Trademark pertains and such business is ongoing and existing. Assignee's succession to Applicant's business is a result of a merger between Applicant and Assignee. Applicant hereby assigns, transfers, and conveys to Assignee any and all rights, title and interests Applicant may have or accrue in connection with the Trademark, including without limitation Trademark Application Serial Number 77022864 for the mark BANA-NINA TROPICAL (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 any Trademark registration has been granted.

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

Section 2.03 – Issuance: Applicant 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. Applicant 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: Applicant represents and warrants that Applicant has full right to convey the rights, title and interests herein assigned, that Applicant 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, Applicant 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 Application, any resultant 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.

**APPLICANT:**

C.B.I. INTERNATIONAL, INC.  
10689 N. Kendall Drive, Suite 300  
Miami, FL 33176

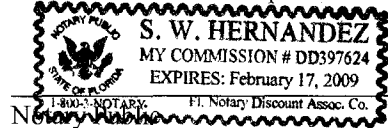
By: *German Giammattei*  
German Giammattei, Sr., President

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.



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.



My Commission Expires: February 17, 2009

EXHIBIT A

Assigned Mark



## 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 3028719, registered December 13, 2005 for DISFRUTE 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 DISFRUTE 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 16, 2004 and has been assigned Registration number 3028719, 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 3028719 for the mark DISFRUTE 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

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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:**

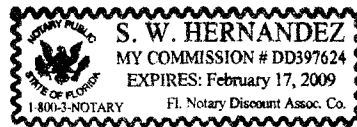
C.B.I. INTERNATIONAL, INC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
German Giammattei, Sr., President

Date: 12/11/2008

STATE OF Florida  
COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 1<sup>st</sup> day of December, 2007, 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:**

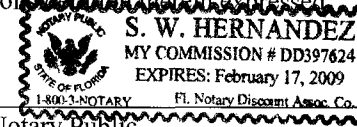
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13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
Jaime Giammattei, President

Date: 12/11/2008

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## TRADEMARK ASSIGNMENT

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### **WITNESSETH:**

WHEREAS, Registrant owns U.S. Trademark Registration Number 3065486, registered March 7, 2006 for THE RED KOLA ROJITA (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**

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- (4) Trademark: The term "Trademark" means the registered mark THE RED KOLA ROJITA (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 December 6, 2004 and has been assigned Registration number 3065486, 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 3065486 for the mark THE RED KOLA ROJITA (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.

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Section 2.04 – Warranty of Title: Registrant represents

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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.

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**REGISTRANT:**

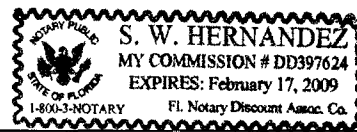
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By: [Signature]  
German Giammattei, Sr., President

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:**

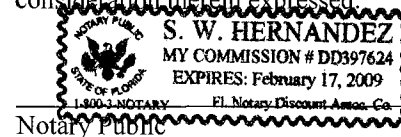
C.B.I. INTERNATIONAL, LLC.  
13015 S.W. 89 Place, Suite 225  
Miami, FL 33176

By: [Signature]  
Jaime Giammattei, President

Date: 12/1/2006

STATE OF Florida  
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Notary Public

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Assigned Mark

