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Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/31)

07-05-2007

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



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6-17-07

103422892

To the Director of the U. S. Patent

ed documents or the new address(es) below

1. Name of conveying party(ies):

CERVECERIA INDIA, INC.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US citizenship

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) May 18, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Westernbank Puerto Rico

Internal

Address: P.O. Box 1180

Street Address: _____

City: Mayaguez

State: _____

Country: Puerto Rico, USA Zip: 00681

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US citizenship
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1379424

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MALTA INDIA

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: GARY E. BIAGGI SILVA

Internal Address: Biaggi & Biaggi, P.S.C.

P.O. Box 1356

Street Address: _____

City: Mayaguez

State: Puerto Rico, USA Zip: 00681

Phone Number: (787)833-5277

Fax Number: (787)833-5278

Email Address: mayaguez@biaggi-biaggi.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

May 18, 2007

Date

JOSE E. RIVERA GUZMAN, VP Westernbank Puerto Rico

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003584 FRAME: 0354

SEE SCHEDULE "A"**TRADEMARKS:**

MALTA INDIA (Registration Number 1379424)

MALTA INDIA (MARK DRAWING) (Registration Number 1379425)

MALTA INDIA LIGHT (Registration Number 2123043)

MEDALLA LIGHT PUERTO RICO (Registration Number 1634291)

MEDALLA (Registration Number 1620280)

MEDALLA ULTRA LIGHT (Registration Number 2083740)

MEDALLA DE BARRIL (Registration Number 2119217)

M MEDALLA DE BARRIL (Registration Number 2119218)

KOLA CHAMPAGNE INDIA (MARK DRAWING) (Registration Number 1620266)

KOLA INDIA (Registration Number 1475206)

KOLA CHAMPAGNE INDIA (Registration Number 1620265)

INDIA & DISEÑO (Registration Number 1775410)

OFFICE OF PUBLIC AFFAIRS

06-14-2007

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

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



103416892

RE
To the Director of the U. S. Patent and T. documents or the new address(es) below.

1. Name of conveying party(ies):

CERVECERIA INDIA, INC. *6-12-07*

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US citizenship

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) May 18, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Westernbank Puerto Rico

Internal

Address: P.O. Box 1180

Street Address: _____

City: Mayaguez

State: _____

Country: Puerto Rico, USA Zip: 00681

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US citizenship
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Scheduled "A"

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule "A"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: GARY E. BIAGGI SILVA
Biaggi & Biaggi, P.S.C.

Internal Address: _____
P.O. Box 1356

Street Address: _____

City: Mayaguez

State: Puerto Rico, USA Zip: 00681

Phone Number: (787)833-5277

Fax Number: (787)833-5278

Email Address: mayaguez@biaggi-biaggi.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User _____

May 18, 2007

Date

9. Signature:

Signature

JOSE E. RIVERA GUZMAN, VP Westernbank Puerto Rico

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

Cava
AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

[Signature]
AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MALTA INDIA** (Serial Number 73515832, Registration Number 1379424).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;

b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan -----, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

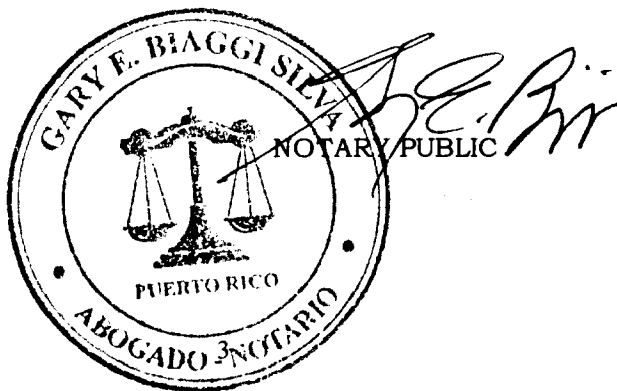
BY: 
JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: 
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,503

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



dag/JMBJ

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

Cava
AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

[Handwritten signature]
Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MALTA INDIA & DISEÑO** (Serial Number 73515836, Registration Number 1379425).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;
b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan -----, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY: 
JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: 
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,509

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.




NOTARY PUBLIC

dag/JMBJ

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

Cava
AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

[Handwritten signature]
Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MALTA INDIA LIGHT & DISEÑO** (Serial Number 75132294, Registration Number 2123043).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.
2. ASSIGNOR hereby covenant, agree, and warrant that:
 - a. The Trademarks are valid and enforceable;
 - b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;
 - c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,


d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

Cava

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.



6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

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IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan -----, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY: [Signature]
JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: Carmen A. Valdés Álvarez
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,511

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



[Signature]
NOTARY PUBLIC

dag/JMBJ

Cava

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

Cava

BY AND BETWEEN

AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".



WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MEDALLA LIGHT & DISEÑO** (Serial Number 74007579, Registration Number 1634291).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.
2. ASSIGNOR hereby covenant, agree, and warrant that:
 - a. The Trademarks are valid and enforceable;
 - b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;
 - c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

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5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY: _____

JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: Carmen A. Valdés Álvarez

CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,506

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



[Signature]
NOTARY PUBLIC

dag/JMBJ

CAVA

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MEDALLA** (Serial Number 73839873, Registration Number 1620280).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.
2. ASSIGNOR hereby covenant, agree, and warrant that:
 - a. The Trademarks are valid and enforceable;
 - b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;
 - c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

CAVA

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

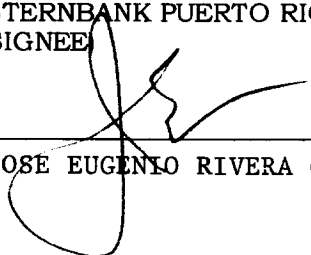
11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY: 

JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: 

CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,502

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.

dag/JMBJ




NOTARY PUBLIC

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

cava


WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MEDALLA ULTRA LIGHT & DISEÑO** (Serial Number 75132293, Registration Number 2083740).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;

b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan -----, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

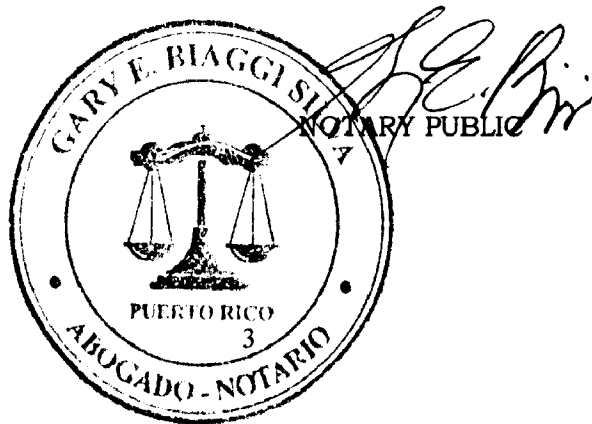
CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: [Signature]
JOSE EUGENIO RIVERA GUZMAN

BY: Carmen A. Valdés Álvarez
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,504

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



dag/JMBJ

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

CAVA

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **MEDALLA DE BARRIL** (Serial Number 75142338, Registration Number 2119217).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;
b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

cava

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

CAVA

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan -----, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY:

JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY:

CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,512

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.

dag/JMBJ



NOTARY PUBLIC

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

CAVA
AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **M MEDALLA DE BARRIL & DISEÑO** (Serial Number 75142339, Registration Number 2119218).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

- a. The Trademarks are valid and enforceable;
- b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;
- c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

CAVA

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan _____, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY:

JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY:

CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,505

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



NOTARY PUBLIC

dag/JMBJ

TRADEMARK
REEL: 003584 FRAME: 0380

COLLATERAL ASSIGNMENT OF TRADEMARKS


This agreement executed in the place and date stated herein below.

BY AND BETWEEN

AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

CANA
AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

 Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **KOLA CHAMPAGNE INDIA & DISEÑO** (Serial Number 73651457, Registration Number 1620266).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;
b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,


d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

CAVA

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.



6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

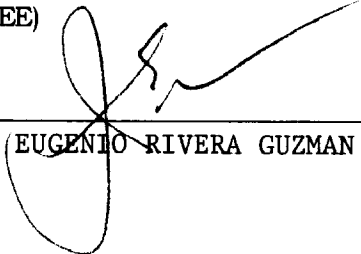
10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.


11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)
BY: 
JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)
BY: 
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,510

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.




NOTARY PUBLIC

dag/JMBJ

COLLATERAL ASSIGNMENT OF TRADEMARKS


This agreement executed in the place and date stated herein below.

BY AND BETWEEN

Cava
AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

 Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **KOLA INDIA** (Serial Number 73648133, Registration Number 1475206).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;

b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

cava

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

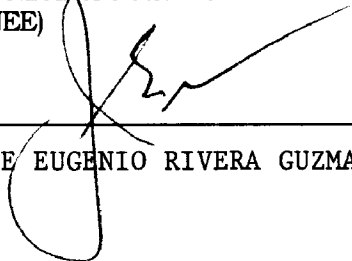
10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.


11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

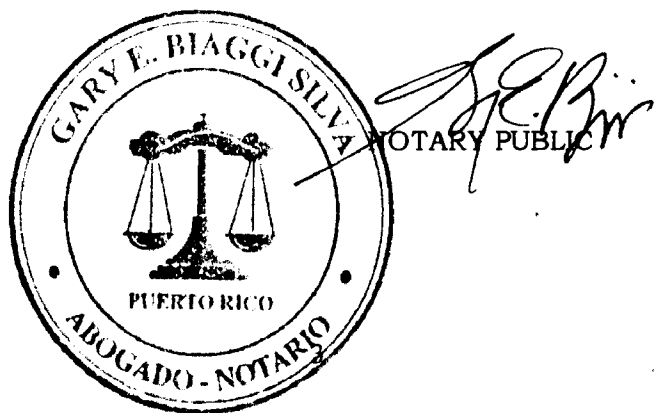
IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan ---, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)
BY: 
JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)
BY: 
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,507

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



dag/JMBJ

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

Cava
AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **KOLA CHAMPAGNE INDIA** (Serial Number 73646503, Registration Number 1620265).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;
b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.


13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

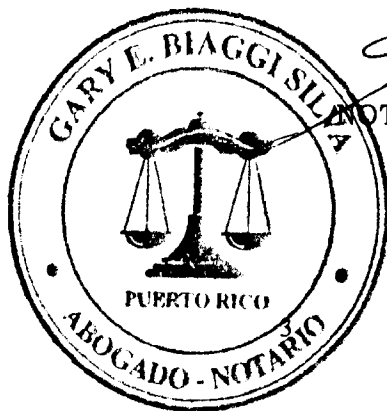
BY: 
JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY: 
CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,508

SUBSCRIBED before me this May 18, 2007 ----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.





dag/JMBJ

COLLATERAL ASSIGNMENT OF TRADEMARKS

This agreement executed in the place and date stated herein below.

BY AND BETWEEN

Cava
AS FIRST PARTY: WESTERNBANK PUERTO RICO, a bank constituted under the laws and being duly authorized to do business in the Commonwealth of Puerto Rico, hereinafter called the "ASSIGNEE", and;

AS SECOND PARTY: CERVECERIA INDIA, INC., a corporation constituted under the laws and authorized to do business in the Commonwealth of Puerto Rico, represented by its President, MRS. CARMEN AMALIA VALDÉS ÁLVAREZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as the "ASSIGNOR".

WITNESSETH

A
Pursuant to that certain Term Loan Agreement of even date between ASSIGNOR and the ASSIGNEE (the "Agreement"). In order to induce the ASSIGNEE to execute and deliver the Agreement, ASSIGNOR has agreed to assign to ASSIGNEE the proceeds under the following Trademarks (hereinafter called "Trademarks"): **INDIA & DISEÑO** (Serial Number 74322221, Registration Number 1775410).

This Assignment is being executed to grant to the ASSIGNEE a lien on and security interest in the proceeds and rights of ASSIGNOR under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby agrees with ASSIGNEE as follows:

1. To secure the complete and timely satisfaction of all Liabilities, debts, duties and Obligations of ASSIGNOR under the Agreement, ASSIGNOR hereby grant, assign, and convey to the ASSIGNEE it's right, title, and interest in and to the Trademarks and to all proceeds, receivables and benefits obtained from or related to the Trademark.

2. ASSIGNOR hereby covenant, agree, and warrant that:

a. The Trademarks are valid and enforceable;
b. No claim has been made that the use of the Trademarks does or may violate the rights of any person;

c. ASSIGNOR is the sole and exclusive owner of the entire and unencumbered right, title, interest and the proceeds of the Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by ASSIGNOR; and,

d. ASSIGNOR has the unqualified right to enter into this Assignment and perform its terms.

3. ASSIGNOR hereby grant to ASSIGNEE the right to visit ASSIGNOR's facilities and to inspect the records (subject to reasonable prior notice), proceeds and benefits on payments due to ASSIGNOR under the Trademarks at reasonable times during regular business hours. ASSIGNOR shall do any and all acts required by ASSIGNEE to ensure ASSIGNOR's compliance with paragraph 2 above. The results of the inspection shall be confidential.

4. ASSIGNOR shall not enter into any agreement which is inconsistent with ASSIGNOR' obligations under this Assignment, without ASSIGNEE's prior written consent.

5. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR's right under the Trademarks shall terminate and the ASSIGNEE shall have, in addition to all other rights and remedies given to it by this Assignment and the Agreement, those allowed by law, equity or otherwise and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Puerto Rico, without limiting the generality of the foregoing, the ASSIGNEE may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ASSIGNOR, all of which ASSIGNOR hereby expressly waive, and without advertisement, realize upon, the Trademarks proceeds, or any interest which the ASSIGNOR may have therein, and after deducting from the proceeds or other disposition of the Trademark all expenses, shall apply the proceeds to payment of all of ASSIGNOR's liabilities, debts, duties and obligations under the Agreement in such order as ASSIGNEE may determine. Any remainder of the proceeds after said payment in full shall be paid over to the ASSIGNOR.

6. Upon any Event of Default under the Agreement, and in accordance with Section 8.2 of the Agreement, ASSIGNOR hereby irrevocably authorize and empower ASSIGNEE to make, constitute, and appoint any officer or agent of ASSIGNEE as ASSIGNEE may select, in its exclusive discretion, as ASSIGNOR's representative, with the power to endorse ASSIGNOR's name on all applications, documents, papers and instruments necessary for ASSIGNEE to execute and collect the guarantee granted herein in the Trademarks.

7. If ASSIGNOR fails to comply with any of their obligations hereunder, and in accordance with Section 8.2 of the Agreement, ASSIGNEE may do so in ASSIGNOR's name or in ASSIGNEE's name, but at ASSIGNOR' expense, and ASSIGNOR hereby agrees to reimburse ASSIGNEE in full for all expenses, including reasonable attorney fees, incurred by ASSIGNEE in protecting, defending, and maintaining the Trademarks.

8. This Assignment is irrevocable and shall not terminate unless and until all of ASSIGNOR's liabilities and obligations under the Agreement shall have been fully paid and met.

9. No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power, or privilege hereunder, under any other agreement, Loan, or instrument between ASSIGNEE and ASSIGNOR, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this assignment or of the Loan.

11. This Assignment is subject to alteration modification or amendment only by a writing signed by the parties.

12. All rights of ASSIGNEE under this Assignment shall inure to the benefit of its successors and assigns, and all obligations of ASSIGNOR shall bind its successors or assigns.

13. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Puerto Rico.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in San Juan -----, Puerto Rico, this May 18, 2007 -----.

WESTERNBANK PUERTO RICO
(ASSIGNEE)

BY:

JOSE EUGENIO RIVERA GUZMAN

CERVECERIA INDIA, INC.
(ASSIGNOR)

BY:

CARMEN AMALIA VALDÉS ÁLVAREZ
President

AFFIDAVIT NUMBER 10,513

SUBSCRIBED before me this May 18, 2007 -----, in San Juan, Puerto Rico, by by the representative of ASSIGNOR above signer, in the capacity and of the personal circumstances before indicated, whom I has identified as follows: personally known to me.



NOTARY PUBLIC

dag/JMBJ