

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Latin Food Group, Inc.		10/01/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	JLS Holdings, Inc.
Street Address:	10800 NW 97th Street
Internal Address:	#101
City:	Miami
State/Country:	FLORIDA
Postal Code:	33178
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3004777	LA PURA
Registration Number:	2972131	EL PURO

CORRESPONDENCE DATA

Fax Number: (954)985-4176
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 954-364-6044
 Email: bgross@becker-poliakoff.com
 Correspondent Name: Bradley J Gross, Esq.
 Address Line 1: 3111 Stirling Road
 Address Line 4: Fort Lauderdale, FLORIDA 33312

ATTORNEY DOCKET NUMBER:	LATIN FOOD GROUPS
NAME OF SUBMITTER:	Bradley J. Gross

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Signature:

/bradley j. gross/

Date:

11/06/2007

Total Attachments: 1

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ASSIGNMENT

This Assignment is effective as of this 1st day of October, 2007 (the "Effective Date"), between **Latin Food Group, Inc.**, a Florida corporation that maintains an address for correspondence at 8336 NW 30th Terrace, Miami, Florida ("Assignor"), and **JLS Holdings, Inc.**, a Florida corporation that maintains an address for correspondence at 10800 NW 97th Street, #101, Miami Florida 33178 ("Assignee").

- 1. Acknowledgement. The Parties acknowledge and agree that up to the Effective Date, the Assignor was the registered owner of two United States trademarks, which are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"), to wit: "LA PURA" (USPTO Registration Number 3004777), and "EL PURO" (USPTO Registration Number 2972131). Hereinafter, the "EL PURO" and "LA PURA" trademarks shall be collectively referred to as the "Trademarks".
- 2. Assignment. As of the Effective Date, for good and valuable consideration the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, transfers, and otherwise conveys any and all right, title and interest that Assignor has in the Trademarks to Assignee, and Assignee hereby accepts such assignment from Assignor.
- 3. Miscellaneous. Assignor warrants that up to and including the Effective Date, the Trademarks have been and continue to be free of any encumbrances or liens from any third party. Assignor further warrants that to the best of Assignor's knowledge, the Trademarks are not the subject or part of any litigation, nor do the Trademarks violate the intellectual property rights of any third party. Each party warrants that it has the corporate power and authority to enter into this Agreement and be bound by the terms contained herein. Assignor and Assignee agree to execute any and all other assignments, documents, certificates and other instruments as may at any time be deemed reasonably necessary to further evidence or consummate this Assignment.

AGREED AND ACCEPTED as of the day and year written above.

Assignor: Latin Food Group, Inc.

Assignee: JLS Holdings Inc.

By: _____

By: _____

Its President

Its President

Print Name: JOSE SALAZAR

Print Name: JOSE SALAZAR