

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 Adamba Imports International, Inc.  
 A&A Lazur Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Ultimat Spirits GmbH

Internal \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: Vorstadt 17  
 City: Schaffhausen  
 State: \_\_\_\_\_

Country: Switzerland Zip: 8200

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_

**3. Nature of conveyance /Execution Date(s) :**  
 Execution Date(s) October 19, 2007

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Other limited company      Citizenship Switzerland

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)  
2897608  
3157736

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
Bottle Design - 2897608  
ULTIMAT VODKA and Design - 3157736

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

Name: Bernard R. Gans

Internal \_\_\_\_\_  
 Address: \_\_\_\_\_

Jeffer, Mangels, Butler & Marmaro  
 Street Address: LLP  
1900 Avenue of the Stars, Seventh Floor

City: Los Angeles  
 State: CA Zip: 90067-4308  
 Phone Number: (310) 203-8080  
 Fax Number: (310) 203-0567  
 Email Address: trademarkdocket@jmbm.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41 ) \$ 65.00**

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 10-0440  
 Authorized User Name Bernard R. Gans

**9. Signature:** Bernard R. Gans      March 5, 2008  
 Signature      Date

Bernard R. Gans      Total number of pages including cover sheet, attachments, and document: 5  
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

American LegalNet, Inc.  
www.USCourtForms.com

TRADEMARK

CH \$65.00 100440 2897608

## EXECUTION COPY

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS AGREEMENT

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS AGREEMENT, this "Agreement") made this 19th day of October, 2007 between Adamba Imports International, Inc., a New York corporation ("Adamba") and A&A Lazur Corporation, a New York corporation ("A&A," and together with Adamba, the "Assignors") and Ultimat Spirits GmbH, a company registered in Schaffhausen, Switzerland (the "Assignee").

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of October 19th, 2007, by and among the Assignors, the Assignee, The Patrón Spirits Company and, solely with respect to Sections 2.6(a), 6.5, 6.6, 6.7, 11.4, 11.5, 11.6, 11.9 and 11.10 and Articles 4, 13 and 14, Adam Bak, a resident of New York and sole shareholder of Adamba (the "Shareholder").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignors agree to sell, transfer, convey, and deliver to the Assignee, and the Assignee agrees to purchase and accept as of the Closing Date, the Assigned Marks (as defined below).

NOW, THEREFORE, pursuant to and in consideration of the Asset Purchase Agreement and the sum of one dollar (\$1.00) and other lawful consideration, the receipt of which from Assignee is hereby acknowledged by Assignors, Assignors do hereby:

Section 1. Assignment and Assumption

1.1 Effective as of the date hereof, Assignors hereby sell, assign, and transfer to Assignee, Assignors' entire right, title and interest in and to the following marks and their registrations in all their forms and for all uses, as applicable (the "Assigned Marks"):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Bottle Design (Protection only for void in base of bottle)	2,897,608	October 26, 2004	United States
Bottle Design	002261824	July 9, 2002	European Community
ULTIMAT and Design (label shape)	002261857	July 24, 2002	European Community
ULTIMAT and Bottle Design	159985	December 7, 2004	Poland
ULTIMAT	160641	December 1, 2004	Poland
ULTIMAT VODKA and Design (label shape)	3,157,736	October 17, 2006	United States
ULTIMAT and Bottle Design	4551531	July 5, 2005	China

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
ULTIMAT	4547737	December 24, 2005	China

and including all associated artwork, labels, and package designs, together with the goodwill of the business associated therewith, and any and all past, present and future claims, demands, and causes of action based thereon.

1.2 Effective as of the date hereof, the Assignee hereby absolutely and irrevocably accepts the assignment of all right, title and interest of the Assignors to the Assigned Marks and accepts and assumes the delegation of the Assigned Marks.

**Section 2. Separate Agreement.**

Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of the Assignors, the Assignee or the Shareholder set forth in the Asset Purchase Agreement nor shall this Agreement expand or enlarge any remedies under the Asset Purchase Agreement, including without limitation, any limits on indemnification specified therein. This Agreement is intended only to effect the assignment of certain marks pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

**Section 3. Non-Merger; Miscellaneous.**

3.1. The agreements, obligations, assumptions and covenants of the Assignee, Shareholder and the Assignors under the Asset Purchase Agreement are not merged into this Agreement and shall, to the extent provided in the Asset Purchase Agreement, survive the execution and delivery of this Agreement, and the performance of the consummation of all transactions provided for in the Asset Purchase Agreement.

3.2. This Agreement shall be binding upon and enforceable against the Assignee and each of the Assignors and its assigns and successors.

3.3. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

3.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNORS

ADAMBA IMPORTS INTERNATIONAL, INC.

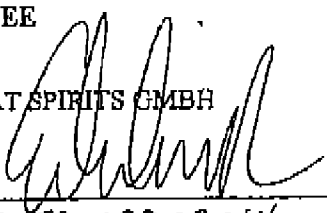
By: \_\_\_\_\_  
Name:  
Title:

A&A LAZUR CORPORATION

By: \_\_\_\_\_  
Name: Adam Bak  
Title: President

ASSIGNEE

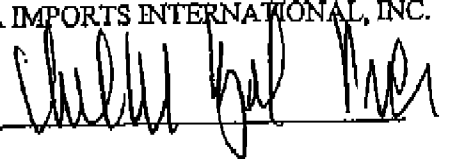
ULTIMAT SPIRITS GMBH

By:  \_\_\_\_\_  
Name: EDWARD BROWN  
Title: Representative

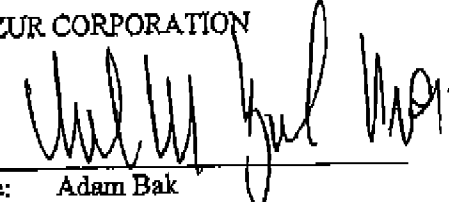
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**ASSIGNORS**

ADAMBA IMPORTS INTERNATIONAL, INC.

By:   
Name:  
Title:

A&A LAZUR CORPORATION

By:   
Name: Adam Bak  
Title: President

**ASSIGNEE**

ULTIMAT SPIRITS GMBH

By: \_\_\_\_\_  
Name:  
Title:

**JMBM** | Jeffer Mangels  
Butler & Marmaro LLP

SEVENTH FLOOR  
1900 AVENUE OF THE STARS  
LOS ANGELES, CALIFORNIA 90067-4308  
TELEPHONE: (310) 203-8080  
FACSIMILE: (310) 203-0567

March 6, 2008

Deliver to	Company	Facsimile	Telephone
Assignment Division	U.S. Patent & Trademark Office	571-273-0140	571-272-3350

**From:** Sharon Duncan on behalf of Bernard R. Gans  
**Client #:** 69014-            **Client Name:** Ultimat Spirits GmbH  
 1003/1008  
**Regarding:** Assignment Recordation of U.S. Trademark Registrations Nos.  
 2897608 and 3157736  
 Total number of pages (including this page): 6. If you do not  
 receive this number of pages, please contact our FAX operator at  
 (310) 201-3520.

**A HARD COPY OF THE DOCUMENT(S) WILL NOT BE SENT**

*Message:*

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