

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Karisma Resorts & Marketing, LLC		09/22/2008	LIMITED LIABILITY COMPANY: FLORIDA
Karisma Resorts de Mexico, S.A. de C.V.		09/22/2008	CORPORATION: MEXICO
Edilbrando Perez Ruiz		09/22/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Unique Brands Enterprises, LLC		
Street Address:	550 Biltmore Way, Suite 200		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3148124	GI GOURMET INCLUSIVE BY KARISMA	
Serial Number:	77440062	AZUL FIVES HOTEL	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-610-6100		
Email:	boxip@hhlaw.com		
Correspondent Name:	Shelly L. McGee, Hogan & Hartson L.L.P.		
Address Line 1:	8300 Greensboro Drive, Suite 1100		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	32464.03		

CH \$65.00 3148124

NAME OF SUBMITTER:	Shelly L. McGee
Signature:	/Shelly L. McGee/
Date:	10/15/2008
Total Attachments: 4 source=Karisma assignment#page1.tif source=Karisma assignment#page2.tif source=Karisma assignment#page3.tif source=Karisma assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the "**Assignment**") is entered into this _____ day of July 2008 by and between (1) Karisma Resorts & Marketing, LLC, a limited liability corporation organized under the laws of Florida, with an address of 3191 Coral Way, # 202, Miami, Florida 33145; (2) Karisma Resorts de Mexico, S.A. de C.V., a corporation organized under the laws of Mexico with an address of Av. Coba Mza.7, Lt. 19, #143, Depto A, Planta Baja, Supermanzana 30, Cancun, Quintana Roo, Mexico; (3) Edilbrando Perez Ruiz, an individual with an address in Quintana Roo, Mexico (the "**Assignors**"), and Unique Brands Enterprises, LLC, a limited liability company organized under the laws of Florida, with an address of 550 Biltmore Way, Suite 200, Coral Gables, Florida, United States, 33134 ("**Assignee**").

WHEREAS, Assignors own various trademarks[, domain names] and trade names identified on the Schedule of Trademarks attached hereto as Exhibit A (the "**Marks**"), along with the applications and registrations therefore identified in Exhibit A;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including the applications and registrations therefore, throughout the world, together with the goodwill of the business symbolized by the Marks from Assignors; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby assign to Assignee, in consideration of the payment of \$10.00 from Assignee, and Assignee hereby accepts from Assignors, all right, title, and interest in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including, but not limited to, all trademark applications and registrations[and domain name registrations] therefore. Assignors further sell, assign, transfer and set over to Assignee the right to apply for trademark registrations and domain name registrations and to sue and collect damages and/or profits for both past, present and future infringements of the Marks.

2. At any time, and from time to time after the date hereof, at Assignee's request, Assignors shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Marks and any and all trademark applications and registrations and domain name registrations therefore, and to assist Assignee in exercising all rights with respect thereto.

3. This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

Karisma Resorts & Marketing, LLC
By: _____
Name: Lisbisa Karstajic
Title: _____
Date: _____



Karisma Resorts de Mexico, S.A. de C.V.
By: _____
Name: _____
Title: _____
Date: SEP. 22/2008



Edilbrando Perez Ruiz
By: _____
Date: SEP. 22/2008

Unique Brands Enterprises, LLC
By: _____
Name: Ramirez Felix
Title: _____
Date: _____

EXHIBIT A

SCHEDULE OF TRADEMARKS

MARK	APPLICATION/REGISTRATION
GOURMET INCLUSIVE	N/A
GI GOURMET INCLUSIVE	N/A
GI GOURMET INCLUSIVE and design	Mexico Reg. 927,829
GI GOURMET INCLUSIVE BY KARISMA	N/A
	U.S. Reg. No. 3,148,124
EXOTIC RESIDENCES	Mexico Reg. No. 970,381
EXOTIC TRAVEL CLUB	
	Mexico Reg. No. 995,793
EXOTIC PRIVATE RESIDENCE CLUB	Mexico Reg. No. 970,380
AZUL HOTEL & BEACH RESORT	Mexico Reg. No. 863,210
AZUL HOTEL + BEACH RESORT	Mexico Reg. No. 927,828
AZUL HOTEL + BEACH RESORT and design	Mexico Reg. No. 927,830
AZUL BLUE HOTEL & SPA and design	Mexico Reg. No. 998,088
AZUL BLUE HOTEL & SPA	N/A
AZUL BLUE	N/A
AZUL FIVES HOTEL	U.S. Appl. No. 77/440,062

AZUL FIVES BY KARISMA	N/A
	N/A
AZUL BEACH BY KARISMA	N/A
	N/A
EL DORADO SEASIDE SUITES	N/A
EL DORADO ROYALE	N/A
EL DORADO MAROMA	N/A
EL DORADO CASITAS ROYALE	Mexican Reg. No. 1,025,385