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
New World Brands, Inc.		05/16/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	International Importers, Inc.
Street Address:	2019 SW 20th Street
Internal Address:	Suite 109
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33315
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78492887	DON ALEJANDRO
Serial Number:	76419049	WALLABY CREEK

CH $65.00 78492887

CORRESPONDENCE DATA

Fax Number: (813)229-4133
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 813-223-7000
Email: trademarks@carltonfields.com
Correspondent Name: Nancy J. Flint
Address Line 1: P.O. Box 3239
Address Line 2: Attn: IP Dept.
Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER:	52894/32914
NAME OF SUBMITTER:	Nancy J. Flint

Signature:	/Nancy J. Flint/
Date:	11/03/2008

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 16th day of May, 2008, by and between New World Brands, Inc., a Delaware corporation ("Assignor"), and International Importers, Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademark "Don Alejandro," Serial No. 78/492,887, Registration Number 3040793, (the "Trademark");

WHEREAS, pursuant to an Asset Purchase Agreement dated June 22, 2006, by and among International Spirits, LLC; Assignor and International Importers, Inc. (the "Purchase Agreement"), Assignor sold all of its rights, title and interest in Assignee:

WHEREAS, pursuant to Section 7.2 of the Purchase Agreement, Assignor agreed that to the extent there were any intellectual property assets of Assignee registered in the name of Assignor, Assignor would make arrangements to have them transferred to the name of Assignee;

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark throughout the world.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

a. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademark throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the business symbolized by the Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee absolutely.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment, and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. Miscellaneous. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida and the United States America without regard to conflicts of laws provisions thereof.

TRADEMARK
REEL: 003881 FRAME: 0482

IN WITNESS WHEREOF, Assignor has executed and Assignee has acknowledged this Assignment as of the date first set forth above.

NEW WORLD BRANDS, INC.

By: _____
Name: M DAVID KAMRAT
Title: CEO

State of Oregon)
) SS:
County of Lane)

The foregoing instrument was acknowledged before me this 19th day of May, 2008, by David Kamrat as President on behalf New World Brands, Inc., a Delaware corporation. He is personally known to me or who has produced drivers license as identification.

Karen Marie Smith
Notary Public
Name: Karen Marie Smith
Commission Number: 422905
My Commission Expires: 10/30/2011

INTERNATIONAL IMPORTERS, INC.

By: _____
Name: MARK A WEBER
Title: CFO

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me this 3 day of November, 2007, by MARK WEBER, as CFO on behalf International Importers, Inc., a Florida corporation. He is personally known to me or who has produced _____ as identification.

Wendi D. Ellis
Notary Public
Name: Wendi D Ellis
Commission Number: DD0643579
My Commission Expires: 3/30/2011

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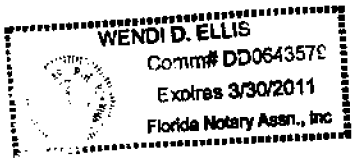


TRADEMARK
REEL: 002881 FRAME: 0483

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 31st day of Oct, 2008, by and between New World Brands, Inc., a Delaware corporation ("Assignor"), and International Importers, Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor is the owner of 50% of the right, title and interest in the trademark "Wallaby Creek," Serial No. 76/419049, Registration Number 3064051, pursuant to the Assignment of Trademarks recorded at Reel 3050, Frame 0331 in the United States Patent & Trademark Office on March 22, 2005 (the "Trademark");

WHEREAS, pursuant to an Asset Purchase Agreement dated June 22, 2006, by and among International Spirits, LLC; Assignor and International Importers, Inc. (the "Purchase Agreement"), Assignor sold all of its rights, title and interest in the Trademark to Assignee;

WHEREAS, pursuant to Section 7.2 of the Purchase Agreement, Assignor agreed that to the extent there were any intellectual property assets of Assignee registered in the name of Assignor, Assignor would make arrangements to have them transferred to the name of Assignee;

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark throughout the world.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

a. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademark throughout the world, for all of the goods and or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the business symbolized by the Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee absolutely.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment, and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. Miscellaneous. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida and the United States America without regard to conflicts of laws provisions thereof.

13340260.1

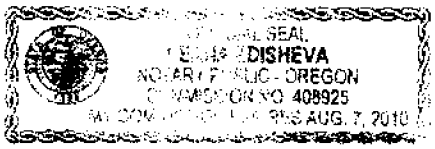
IN WITNESS WHEREOF, Assignor has executed and Assignee has acknowledged this Assignment as of the date first set forth above.

NEW WORLD BRANDS, INC.

By: _____
Name: Shehryar Wahid
Title: CFO

State of OR)
) SS:
County of Lane)

The foregoing instrument was acknowledged before me this 31st day of October 2008, by Shehryar Wahid, as CFO on behalf New World Brands Inc., Delaware corporation. He is personally known to me or who has produced FLDL as identification.

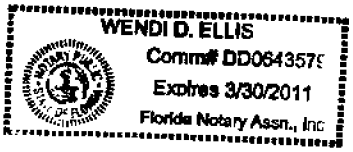


Leana Zdisheva
Notary Public
Name: Leana Zdisheva
Commission Number: 408925
My Commission Expires: Aug 7, 2010

INTERNATIONAL IMPORTERS, INC.

By: _____
Name: MARK A WEBER
Title: CFO

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me this 3 day of November 2008, by Mark Weber, as CFO on behalf International Importers, Inc., a Florida corporation. He is personally known to me or who has produced _____ as identification.

Wendi D. Ellis
Notary Public
Name: Wendi D. Ellis
Commission Number: DD 0643579
My Commission Expires: 3/30/2011