

103552079
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.

MEM
2/10/09
60/01/2

1. Name of conveying party(ies):

Rufina Arroyo

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 1, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Benara Corporation

Internal

Address: _____

Street Address: 5713 W Cermak Road

City: Cicero

State: Illinois

Country: USA

Zip: 60804

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship ILLINOIS
- Corporation Citizenship United States
- 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)

2,917,800

Additional sheet(s) attached? Yes No

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

CONJUNTO ATARDECER

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

Name: Benara Corporation

Internal Address: _____

Street Address: 5713 W Cermak Road

City: Cicero

State: Illinois

Zip: 60804

Phone Number: 708-780-1733

Fax Number: 708-780-8592

Email Address: benaracorp@hotmail.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

8. Signature:

Benjamin Perez
Signature

February 6, 2009

Date

Benjamin Perez
Name of Person Signing

Total number of pages (including cover sheet, attachments, and document) 11

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 1480, Alexandria, VA 22313-1480

OP \$40.00 2917800

**SETTLEMENT AGREEMENT
MUTUAL RELEASE OF CLAIMS**

This Settlement Agreement and Mutual Release of Claims (the "Settlement Agreement") is made effective as of June __, 2007 (the "Effective Date"), by and between Benara Corporation ("Benara"), Benjamin Perez, Mario Madrigal Soto, Heraclio Cepeda Rosas, Daniel Rubio Alatorre, Jesus Roberto Villa Carreon, Emmanuel Ruacho Acosta, Rufina Arroyo, Refugio Javier Salgado (a/k/a Javier Salgado), Francisco Salgado, Petronilo Javier Salgado, and Marla's Music Publishing, each of which is referred to herein as a "Party" and all of whom are referred to herein as "Parties."

WHEREAS, a dispute has arisen between the Parties relating to the ownership and use of the mark CONJUNTO ATARDECER in connection with various goods and services, including live performances by a musical group and compact disks featuring prerecorded performances by a musical group;

WHEREAS, Rufina Arroyo caused the United State Patent and Trademark Office to issue to her U. S. Trademark Registration No. 2,917,800 for the mark CONJUNTO ATARDECER;

WHEREAS, Rufina Arroyo caused U. S. Trademark Application Serial No. 78/776,439 to be submitted to the United States Patent and Trademark Office for the mark CONJUNTO ATARDECER;

WHEREAS, Benara Corporation filed an opposition to U. S. Trademark Application No. 78776,439 ("Opposition"), and a petition to cancel U. S. Trademark Registration No. 2,917,800 ("Cancellation"), for the mark "CONJUNTO ATARDECER" before the Trademark Trial and Appeal Board;

WHEREAS, one or more of Rufina Arroyo, Refugio Javier Salgado (a/k/a Javier Salgado), Francisco Salgado, Petronilo Javier Salgado, and Marla's Music Publishing, have asserted claims against one or more of Benara Corporation, Benjamin Perez, Mario Madrigal Soto, Heraclio Cepeda Rosas, Daniel Rubio Alatorre, Jesus Roberto Villa Carreon, and Emmanuel Ruacho Acosta, including claims based on an alleged contract dated August 6, 2004; and

WHEREAS, to avoid the expense and burden of protracted litigation and to clarify ownership and use of the mark CONJUNTO ATARDECER, the Parties wish to completely and forever resolve their disputes, including all claims actually brought and claims that could have been brought by the Parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Page 1 of 7

Initials:

MMS BP JAVC
HCR
E.R.A

1. Assignment and Use of Marks

a. Contemporaneous with the execution and delivery of this Settlement Agreement, Rufina Arroyo shall execute and deliver to counsel for Benara, Matthew T. Furton, Lord, Bissell & Brook LLP, 111 South Wacker Drive, Chicago, IL 60606, a Trademark Assignment related to the Mark CONJUNTO ATARDECER, which shall assign her entire right, title and interest as of the Effective Date of the Settlement Agreement in the Mark CONJUNTO ATARDECER as set forth in the terms of that instrument.

b. Except as provided herein, Rufina Arroyo, Refugio Javier Salgado (a/k/a Javier Salgado), Francisco Salgado, Petronilo Javier Salgado, Marla's Music Publishing and any person or entity controlled by any of them (collectively referred to herein as the "Salgado Persons") shall permanently cease all use, directly or indirectly, of CONJUNTO ATARDECER or any other similar term as a band name, trademark, logo, trade name, or corporate name or portion thereof.

c. Within three (3) days of the Effective Date of this Settlement Agreement, the Salgado Persons shall inform any third parties authorized by any of them to use the CONJUNTO ATARDECER mark that they are to immediately discontinue all further use of the CONJUNTO ATARDECER mark, and that any authorization or license from the Salgado Persons to use the CONJUNTO ATARDECER mark shall no longer be valid.

d. Except as provided herein, the Salgado Persons will not sell or otherwise transfer any ownership or other rights in the CONJUNTO ATARDECER mark.

2. Acknowledgement of Validity of the Mark "CONJUNTO ATARDECER"

a. The Parties hereby recognize and acknowledge that, as of the Effective Date, Benara Corporation is the sole owner of the mark CONJUNTO ATARDECER, U. S. Trademark Registration No. 2,917,800, Application No. 78/776,439, and all of the goodwill associated therewith.

b. The Parties acknowledge and agree that, as of the Effective Date, the mark CONJUNTO ATARDECER is valid, famous, enforceable, and owned by Benara Corporation.

c. The Salgado Persons agree not to hereafter challenge or contest, directly or indirectly, the validity, ownership or registration of the mark CONJUNTO ATARDECER.

d. The Salgado Persons agree not to adopt, use, or seek registration for band names, trademarks or trade names that include CONJUNTO ATARDECER (or marks confusingly similar thereto) as a portion thereof.

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Initials:

JKR BP JRVO.
E. R A

3. Payment by Benara

a. Upon receipt of the written assignments referenced in paragraph 1(a) of this Settlement Agreement and receipt of a fully executed version of this Settlement Agreement, Benara agrees to pay Rufina Arroyo the sum of \$37,500 by tendering a cashier check or other certified funds made payable to Rufina Arroyo c/o Adam Pugh, Slater & Kennon, LLP, 4807 Spicewood Springs Road, Building 2, Suite 24, Austin, TX 78759. This is the sole and exclusive payment that will be made to any of the Salgado Persons, who shall not be entitled to any other payment from anyone that is a signatory to this Settlement Agreement in connection with the band performing under the name CONJUNTO ATARDECER.

4. Releases

a. The Salgado Persons, as well as their members, shareholders, owners, partners, directors, officers, employees, parents, subsidiaries, affiliates, agents, attorneys, past, present and future assignees and licensees each specifically release, waive, and forever discharge Benara Corporation, Benjamin Perez, Mario Madrigal Soto, Heraclio Cepeda Rosas, Daniel Rubio Alatorre, Jesus Roberto Villa Carreon, Emmanuel Ruacho Acosta (collectively referred to herein as "Benara Persons"), as well as their members, shareholders, owners, partners, directors, officers, employees, parents, subsidiaries, affiliates, agents, attorneys, past, present and future assignees and licensees from any and all claims, demands, actions, liabilities and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever arising prior to the date of this Settlement Agreement, including but not limited to claims related to the Opposition, Cancellation, the CONJUNTO ATARDECER mark, and any contracts or agreements, including but not limited to the alleged contract dated August 6, 2004, excepting only the obligations created by, and the representations, warranties and covenants made in, this Settlement Agreement.

b. The Benara Persons, as well as their members, shareholders, owners, partners, directors, officers, employees, parents, subsidiaries, affiliates, agents, attorneys, past, present and future assignees and licensees each specifically release, waive, and forever discharge the Salgado Persons as well as their members, shareholders, owners, partners, directors, officers, employees, parents, subsidiaries, affiliates, agents, attorneys, past, present and future assignees and licensees from any and all claims, demands, actions, liabilities and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever arising prior to the date of this Settlement Agreement, including but not limited to claims related to the Opposition, Cancellation, the CONJUNTO ATARDECER mark, and any contracts or agreements, including but not limited to the alleged contract dated August 6, 2004, excepting only the obligations created by, and the representations, warranties and covenants made in, this Settlement Agreement.

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Initials: JCR

E R A

my copy B.P. JRVG.

TRADEMARK

REEL: 003952 FRAME: 0477

5. No Assignment

Each of the Parties represents and warrants that he, she or it has not sold, assigned, transferred, conveyed, or otherwise disposed of to any third party by operation of law or otherwise, any claims of any nature related to the matters covered by this Settlement Agreement. Except as provided, no one other than the Parties shall have any rights under this Settlement Agreement or shall otherwise be deemed a third-party beneficiary under this Settlement Agreement.

6. Termination of the Opposition and Petition

Within fourteen (14) days of the Effective Date of this Settlement Agreement, Benara Corporation shall make the necessary filings in the United States Patent and Trademark Office to terminate the Opposition and Cancellation proceedings.

7. Termination of the Alleged Contract Dated August 6, 2004

The alleged contract dated August 6, 2004 is hereby recognized and acknowledged to be null and void, with no legal effect *ab initio*. Each Party waives and releases any rights he, she or it may have had under the alleged contract dated August 6, 2004, and each of the Parties covenants not to assert in the future any claims based on the alleged contract dated August 6, 2004. The Salgado Persons represent and warrant that the only parties capable of asserting claims against the Benara Persons based on the alleged contract dated August 6, 2004 are signatories to this Settlement Agreement.

8. Copyright Acknowledgement and Assignment

The Salgado Persons hereby acknowledge that they have no copyright interest in any music, lyrics, recordings, performances, photographs, written materials, or other original works of authorship ("Works") created by or in connection with the activities of the CONJUNTO ATARDECER musical group. Any copyright interest the Salgado Persons or any one of them may have had in any Works created by or in connection with the activities of the CONJUNTO ATARDECER musical group is hereby assigned and transferred by this instrument to Benara Corporation, regardless of whether such right, title and interest in and to the aforesaid Works now exists or comes into existence in the future. The Salgado Persons agree to execute such additional documents as may be necessary to assign or transfer all property rights, including copyright, in and to the aforesaid Works to Benara Corporation.

9. No Admission of Liability

Each Party acknowledges and agrees that this Settlement Agreement is a compromise of disputed claims and neither this Settlement Agreement, nor any consideration provided pursuant to this Settlement Agreement, shall be taken or construed to be an admission or concession of liability or fault by any Party.

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Initials:

4445 B.P. SRUC.
FRA

10. Entire Agreement

This Settlement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Settlement Agreement. This Settlement Agreement may be modified only by a writing signed by the Party against whom enforcement of the modification is sought.

11. Representation and Opportunity to Review

The Parties warrant and represent that each of them have had an opportunity to retain counsel in connection with this Agreement and that each of them have had an opportunity to have this Agreement translated into Spanish. No one other than Rufina Arroyo has relied upon the counsel of Adam Pugh in connection with this Agreement and no one other than Benara Corporation has relied upon the counsel of Matthew T. Furton in connection with this matter. Each of the Parties represents and warrants that this Agreement is executed without reliance upon any statement or representation by any one or more of the other Parties or any person acting on behalf of any of the Parties.

12. Attorneys' Fees

In the event of litigation between the Parties arising out of or related to this Settlement Agreement, the prevailing Party shall be entitled to recover its attorneys' fees and costs incurred.

13. Severability and Construction

If any provision of this Settlement Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Section headings contained in this Settlement Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require. This Settlement Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party.

14. Counterparts; Facsimiles

This Settlement Agreement may *not* be executed in counterparts. Each individual party must personally sign this document and initial each page and each corporate entity must have an authorized agent sign this document and initial each page. Each party is hereby authorized to rely upon and accept as an original any executed copy of this Agreement or other document referenced herein which is sent by facsimile, telegraphic or other electronic transmission.

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Initials:

4/25/05 B.P. J.R.V.C.
A.C.R.
E.R.O.

15. Binding Effect

This Settlement Agreement shall be binding on the Parties' heirs, successors in interest, past, present and future assignees and licensees, officers, directors, subsidiaries, affiliates, insurers and attorneys.

16. Governing Law

This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without regard to its principles of conflicts of laws.

17. Confidentiality

The Parties agree that the terms of this Settlement Agreement shall be kept confidential and shall not be disclosed except as reasonably necessary: (1) to communicate as required by IRS, FTC or other regulatory authority, include the United States Patent and Trademark Office; (2) to communicate with counsel, accountants, or licensees of the CONJUNTO ATARDECER mark; or (3) to effectuate the terms of paragraph 1.

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Initials:

4/21/05 B.P. J.R.V.C.
H.C.R.
E.R.A.

IN WITNESS HEREOF, Benara Corporation, Benjamin Perez, Mario Madrigal Soto, Heraclio Cepeda Rosas, Daniel Rubio Alatorre, Jesus Roberto Villa Carreon, Emmanuel Ruacho Acosta, Rufina Arroyo, Refugio Javier Salgado (a/k/a Javier Salgado), Francisco Salgado, Petronilo Javier Salgado, and Marla's Music Publishing, have executed this Settlement Agreement to be effective as of the Effective Date.

Benara Corporation

Rufina Arroyo

Benjamin Perez
By: Benjamin Perez
Its: President
Date:

Date:

Benjamin Perez

Refugio Javier Salgado (a/k/a Javier Salgado)

Benjamin Perez
Date:

Date:

Mario Madrigal Soto

Francisco Salgado

Mario Madrigal Soto
Date:

Date:

Heraclio Cepeda Rosas

Marla's Music Publishing

Heraclio Cepeda Rosas
Date:

By: _____
Its: _____

Daniel Rubio Alatorre,

Date:

Date:

Jesus Roberto Villa Carreon,

Petronilo Javier Salgado

Jesús Roberto Villa Carreón
Date:

Date:

Emmanuel Ruacho Acosta

Emmanuel Ruacho Acosta
Date:

Initials: ACR
ERA
B.P. JRV.