

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
ETHNIC GROCERY BRANDS LLC		10/08/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Latin Brands Corporation		
Street Address:	9 Claudia Street, Esq. Beatriz		
Internal Address:	Amelia Industrial Park		
City:	GUAYNABO		
State/Country:	PUERTO RICO		
Postal Code:	00968		
Entity Type:	CORPORATION: PUERTO RICO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1959772	VITARROZ	
Registration Number:	1934639	VITARROZ	
Registration Number:	0777114	VITARROZ	
Registration Number:	0655313	VITARROZ	
Serial Number:	75688272	VITARROZ REAL CHOICE	
Serial Number:	75446859	VITARROZ CERVEZA REAL	
CORRESPONDENCE DATA			
Fax Number:	(787)772-9533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7877729834		
Email:	samuel@hhoglund.com, aileen@hhoglund.com		
Correspondent Name:	Hoglund & Pamas, P.S.C.		
Address Line 1:	256 Eleanor Roosevelt Ave.		
Address Line 4:	San Juan, PUERTO RICO 00918		

OP \$165.00 1959772

ATTORNEY DOCKET NUMBER:	PANAMERICAN 20058
NAME OF SUBMITTER:	Samuel F. Pamias
Signature:	/Samuel F Pamias/
Date:	10/14/2010
Total Attachments: 4 source=ATT00277#page1.tif source=ATT00277#page2.tif source=ATT00277#page3.tif source=ATT00277#page4.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS made as of the 8th day of October, 2010 by and between **ETHNIC GROCERY BRANDS, LLC**, a New Jersey limited liability company ("Assignor") and **LATIN BRANDS CORP.**, a Puerto Rico corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in and to all of the registered and unregistered trademarks, service marks, trademark applications and trade names listed on Schedule A annexed hereto (collectively referred to as the "Trademarks").

WHEREAS, on October 8, 2010 Assignor and Assignee entered into a certain Asset Purchase Agreement pursuant to which Assignee is to acquire the Trademarks owned by the Assignee under the terms and conditions set forth therein; and

WHEREAS, Assignee is desirous of acquiring said marks and the registrations thereof; and

WHEREAS, Assignor has agreed to sell and assign and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks together with the goodwill of the Business in connection with which the Trademarks have been used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. Assignor does hereby transfer and assign unto said Assignee all of its right, title and interest in and to the Trademarks and in the registrations thereof, together with the goodwill of the Business symbolized by the Trademarks and registrations, together with all rights of action and claims for damages and benefits arising because of past infringement of said Trademarks and registrations, including, without limitation, the right to sue for and recover for Assignee's own use accrued profits and damages for any and all infringements thereof, including, without limitation, past infringements, with respect to which Assignor hereby waives any right to receive any portion thereof.

2. Assignor hereby agrees, without further consideration, to take all such actions, and to execute all such applications, oaths, petitions, assignments or other instruments, which may be necessary in order to carry into full force and effect the assignment and transfer of the Trademarks by Assignor to Assignee under this Assignment of Trademarks provided, however, Assignor will not be required to incur any out-of-pocket expenses.

3. Assignor acknowledges and agrees that nothing in this Assignment of Trademarks shall be construed to supersede, limit, or otherwise modify or terminate the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement, which shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

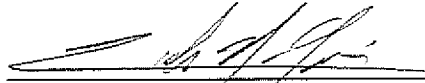
5. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

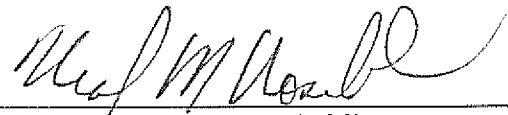
ETHNIC GROCERY BRANDS, LLC

By: 
Name: Carlos Gomez
Title: Chief Executive Officer

State of New York)
) ss.:
County of New York)

On the 8th day of October 2010, before me, the undersigned, personally appeared Carlos Gomez personally known to me (or proved to me on the basis of satisfactory to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public
MICHAEL ROSENBLUM
Notary Public, State of New York
No. 814514620
Qualified in New York County
Commission Expires 6/1/13

SCHEDULE A

Registered Trademarks and Service Marks

<u>JURISDICTION</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	
United States	VITARROZ	1,959,772	March 5, 1996	
	VITARROZ	1,934,639	November 14, 1995	
	DOUBLE LUCKY (Special Lettering)	1,457,650	September 15, 2987	
	DOUBLE LUCKY (English & Chinese)	1,424,145	January 6, 1987	
	CRISTALIN	1,408,120	September 9, 1986	
	ALINA	1,236,621	May 3, 1983	
	COOK-UP	1,182,350	December 15, 1981	
	DOUBLE LUCKY	1,145,880	January 13, 1981	
	VITARROZ & DESIGN	777,114	September 15, 1964	
	VITARROZ	655,313	December 3, 1957	
	LELOLAI	2,216,622	January 5, 1999	
	DIGA COLA	1,121,133	June 26, 1979	
	COCO TERO	1,121,132	June 26, 1979	
	VITALBA	1,049,166	September 28, 1976	
	VITARROZ REAL CHOICE	Ser. No. 75/688,272		
	VITARROZ REAL CHOICE	Ser. No. 75/446,859		
	Canada	VITARROZ & DESIGN	TMA468294	January 7, 1997

Trade Names

Trade Secrets

Domain Names