

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CERVECERIA POLAR, C.A.		06/28/2010	CORPORATION: VENEZUELA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE TRANSNATIONAL TRUSTEE CORPORATION, INC. AS TRUSTEE FOR THE ALPO TRADEMARK TRUST		
<b>Street Address:</b>	15 Queen Street		
<b>City:</b>	Charlottetown, Prince Edward Island		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2847873	MALTA POLAR	
Registration Number:	1031097	POLAR	
Registration Number:	1035093	POLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)869-1951		
<b>Phone:</b>	(203) 862-2395		
<b>Email:</b>	rmancuso@wbamct.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Richard E. Mancuso		
<b>Address Line 1:</b>	Whitman Breed Abbott & Morgan LLC		
<b>Address Line 2:</b>	500 West Putnam Avenue		
<b>Address Line 4:</b>	Greenwich, CONNECTICUT 06830		
<b>ATTORNEY DOCKET NUMBER:</b>	0014533.0011		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$90.00 2847873

**900207982**

**TRADEMARK  
 REEL: 004666 FRAME: 0920**

Name: Richard E. Mancuso  
Address Line 1: Whitman Breed Abbott & Morgan LLC  
Address Line 2: 500 West Putnam Avenue  
Address Line 4: Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER:	Richard E. Mancuso
Signature:	/Richard E. Mancuso/
Date:	11/28/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, by and between **CERVECERIA POLAR, C.A.**, a Venezuelan corporation, having its principal place of business at 2da. Avenida de los Cortijos de Lourdes, Edificio Centro Empresarial Polar, Caracas, Venezuela, hereafter and solely for the purposes hereof referred to as the "ASSIGNOR", represented herein by **LUIS DANIEL PEROZO**, a Venezuelan, of legal age, married, domiciled in Caracas, Bolivarian Republic of Venezuela, bearer of Identity Card No. V-13.463.788, duly authorized to enter into this Agreement, and **DEUTSCHE TRANSNATIONAL TRUSTEE CORPORATION, INC.**, a Canadian corporation, having its principal office at 15 Queen Street, Charlottetown, Prince Edward Island, Canada, as Trustee of the Alpo Trademark Trust, a trust constituted under the laws of Canada, hereafter and solely for the purposes hereof referred to as the "ASSIGNEE", represented herein by **JACQUELINE MOREAU AYMARD**, a Venezuelan, of legal age, domiciled in Caracas, Bolivarian Republic of Venezuela, bearer of identity card No. V-11.734.571, duly authorized to enter into this Agreement; which representations are accepted mutually by the parties as good and sufficient, it is agreed to enter into this Trademark Assignment Agreement upon the terms and conditions set forth herein:

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademark applications pending with the United States Patent and Trademark Office (the "USPTO") and trademark registrations issued thereby which are identified on Schedule A attached hereto (collectively the "U.S. Trademarks") in the United States of America (the "Territory"); and

WHEREAS, Assignee is desirous of acquiring the U.S. Trademarks, and (i) all of the goodwill of the business symbolized by the U.S. Trademarks; (ii) all registrations, certificates of registration issued therefore, all renewals and extensions thereof, and all pending applications of the U.S. Trademarks in the Territory and any political subdivision thereof; (iii) all common law rights in and to the U.S. Trademarks anywhere in the Territory; and (iv) all rights, title and interest in any and all other registered and unregistered service marks, trademarks, service mark and trademark applications, and trade names at anytime used or owned by Assignor in the Territory (collectively the "Trademarks");

WHEREAS, Assignor is desirous of assigning the Trademarks to Assignee; and

WHEREAS, Assignor and Assignee are desirous of recording title in and to the Trademarks in the name of Assignee in the appropriate trademark office in the Territory.

NOW THEREFORE, in consideration of the sum of ONE THOUSAND United States dollars (USD 1,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all rights, title and interest in and to (i) the Trademarks; (ii) all income, royalties, damages, and payments which hereafter become due or payable in respect of the Trademarks; and (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for infringement thereof whether arising prior to or subsequent to the date of this Trademark Assignment Agreement.

Assignor hereby grants to Assignee the right to record the assignment of the Trademarks in the USPTO and in the proper office of any state in the Territory in which the Trademarks are registered. Assignor hereby agrees to execute any document and/or instrument which may be reasonably requested or required by said offices in order to record the assignment of the Trademarks pursuant hereto and generally do everything reasonably necessary and proper in order to transfer the ownership of and confirm title to Assignee of the Trademarks and all other properties and rights transferred herein. In furtherance of the foregoing, Assignor hereby constitutes and appoints Assignee its true and lawful attorney-in-fact, for the limited purposes set forth herein, with full power of substitution in Assignor's name and stead, to take any and all steps (including proceeding at law, in equity or otherwise at Assignee's cost and expense), and to execute, acknowledge and deliver any and all documents and/or instruments necessary or expedient in order to vest the Trademarks and all other properties and rights transferred herein in Assignee. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

Assignor shall not contest or challenge, or aid any person or entity in contesting or challenging, the validity of the Trademarks, Assignee's ownership thereof or this Trademark Assignment Agreement.

Assignor represents and warrants to Assignee that: (i) Assignor has good and marketable title to each of the Trademarks, and none of the Trademarks are subject to any lien, pledge, mortgage, security interest, charge, assignment, title retention or other encumbrances of any kind, and (ii) Assignor has all corporate power and authority to enter into and perform this Trademark Assignment Agreement and to execute and deliver all documents and instruments required herein; and this Trademark Assignment Agreement and each such document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Assignor and Assignee.

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

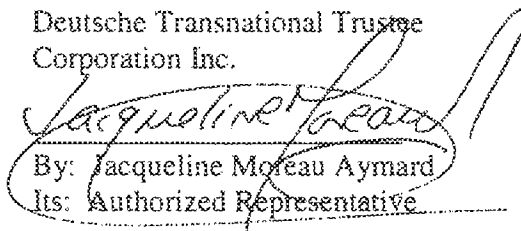
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of this 28<sup>th</sup> day of June, 2010.

ASSIGNOR  
Cerveceria Polar C.A.



By: Luis Daniel Perozo  
Its: Authorized Representative

ASSIGNEE  
Deutsche Transnational Trustee  
Corporation Inc.



By: Jacqueline Moreau Aymard  
Its: Authorized Representative

SCHEDULE "A"

Trademark	Class	Application	Registrations	Registration Date
MALTA POLAR	32	76148862	2847873	06/01/2004
POLAR	32	72463941	1031097	01/20/1976
POLAR (& DESIGN)	32	72464378	1035093	03/02/1976