

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
Juan E. Rodriguez		11/13/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Abraham Flores		
Street Address:	10421 NW 28th Street		
Internal Address:	D101		
City:	Doral		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3542236	PINAR DEL RÍO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3059655148		
Email:	fherrera@hnewmedia.com		
Correspondent Name:	Frank Herrera		
Address Line 1:	1445 N. Congress Avenue		
Address Line 2:	Suite 7		
Address Line 4:	Delray Beach, FLORIDA 33445		
NAME OF SUBMITTER:	Frank Herrera		
Signature:	/FH/		
Date:	11/25/2012		
Total Attachments: 3 source=Rodriguez to Flores Assignment FINAL#page1.tif source=Rodriguez to Flores Assignment FINAL#page2.tif source=Rodriguez to Flores Assignment FINAL#page3.tif			

OP \$40.00 3542236

Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of November 13, 2012 ("Effective Date"), is between **JUAN E. RODRIGUEZ**, an individual residing at 6148 Bellaire Drive, New Orleans, Louisiana 70124 ("Assignor") and **ABRAHAM FLORES**, an individual residing at 110 West North Lane, #B5, Conshohocken, Pennsylvania 19428 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business (collectively, the "Marks"), including but not limited to: (i) Registration No. 3,542,236 "PINAR DEL RIO" registered with the United States Patent and Trademark Office; (ii) the common law trademarks that are associated with same; and (iii) the associated trade dress associated with same, if any.

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement, dated as of [November 13, 2012] (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where

Assignor holds rights in the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor, as of the Effective Date, agrees to immediately cease using the Marks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Marks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives

and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.


Assignor further covenants and agrees that the representations, warranties, covenants and agreements of Assignor contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

All notices and other communications hereunder shall be in writing and shall be made in accordance with the Purchase Agreement.


This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

ASSIGNOR


Juan E. Rodriguez
11-13-12
Dated

ASSIGNEE


Abraham Flofes
11/14/12
Dated