

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
LATIN BRANDS CORPORATION		06/25/2014	CORPORATION: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VITARROZ INTERNATIONAL FOODS, LLC.		
<b>Street Address:</b>	643 SOUTH ROAD		
<b>City:</b>	MILTON		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12547		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4331373	VITARROZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6314768737		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	631-476-8734		
<b>Email:</b>	pbtufariello@intellectulaw.com		
<b>Correspondent Name:</b>	Panagiota Betty Tufariello, Esq.		
<b>Address Line 1:</b>	25 Little Harbor Rd.		
<b>Address Line 4:</b>	Mt. Sinai, NEW YORK 11766		
<b>ATTORNEY DOCKET NUMBER:</b>	7373-55		
<b>NAME OF SUBMITTER:</b>	Panagiota Betty Tufariello		
<b>SIGNATURE:</b>	/panagiotabettytufariello/		
<b>DATE SIGNED:</b>	07/08/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT

ASSIGNMENT OF TRADEMARK made as of the 25 day of June, 2014 by and between **LATIN BRANDS CORPORATION**, a Puerto Rico corporation, having a principal place of business at 9 Claudia Street, Amelia Industrial Park, Guaynabo, Puerto Rico 00968 ("**Assignor**") and **VITARROZ INTERNATIONAL FOODS, LLC.**, a limited liability company of the State of New York, having a principal place of business at **643 South Road, Milton New York, 12547** ("**Assignee**")


RECITALS

**WHEREAS**, Assignor has adopted, owns, has used and is using the Mark

**VITARROZ**

(hereinafter "the Mark") in connection with the following goods:

**–COCONUT-BASED BEVERAGES IN  
INTERNATIONAL CLASS 032–**

 **WHEREAS**, Assignor is the exclusive owner of all rights, title and interest in U.S. Trademark Registration No. 4,331,373 for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the above described goods, registered on May 7, 2013, together with the goodwill of the business symbolized by the Mark and said Registration;

**WHEREAS**, Assignee is desirous of acquiring the Mark and its corresponding, U.S. Registration No: 4,331,373, together with the goodwill of the business symbolized by the Mark and said Registration;


**WHEREAS**, on even date herewith, Assignor and Assignee entered into a certain Asset Purchase Agreement pursuant to which Assignee is to acquire the Mark, under terms and conditions set forth therein;

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

## TERMS AND CONDITIONS

1. Assignor does hereby transfer and assign unto said Assignee all of its right, title and interest in and to the Mark and its corresponding U.S. Trademark Registration No: 4,331,373, together with the goodwill of the Business symbolized by the Mark and Registration, together with all rights of action and claims for damages and benefits arising because of past infringement of said Mark and Registration, 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 Mark by Assignor to Assignee under this Trademark Assignment. Provided, however, Assignor will not be required to incur any out-of-pocket expenses. In the event that Assignee chooses to prosecute any actual or threatened infringements, imitations or unauthorized uses of this Mark by third parties, or defend any invalidity actions brought against this Mark, irrespective of whether such actions are brought in Court or the United States Patent and Trademark Office, Assignor shall cooperate fully and in good faith with Assignee, for the purpose of securing and preserving Assignee's rights to the Mark and its corresponding Registration. At the request and expense of the Assignee, the Assignor shall permit access to all relevant personnel, records, papers, information, samples and specimens, without Assignee issuing any subpoena. Assignee shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by Assignee.

 3. Assignor acknowledges and agrees that nothing in this Trademark Assignment 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 Trademark Assignment.

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

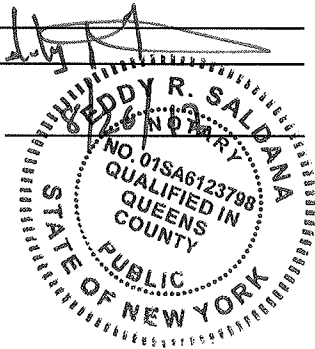
6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

LATIN BRANDS CORPORATION

By: Alberto Fernandez  
Title: Vicepres. Lat  
Date June 25th 2014  
effective as of: June 25th 2014

SUBSCRIBED and SWORN to  
before me this 25 of June 2014

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



VITARROZ INTERNATIONAL FOODS, LLC.

Eric Miller  
By: ERIC MILLER  
Title: Member  
Date 6/25/14  
effective as of: 6/25/14

SUBSCRIBED and SWORN to  
before me this 25 of June, 2014

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

