

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRODUCTOS AVICOLAS DEL SUR, INC.		09/01/2017	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	IMEX AMERICAS TRADING, LLC		
Street Address:	PMB 556 PO BOX 11850		
City:	SAN JUAN		
State/Country:	PUERTO RICO		
Postal Code:	00922		
Entity Type:	Limited Liability Company: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87107513	PICU AND ¡AHORA MÁS SABROSO!	
CORRESPONDENCE DATA			
Fax Number:	7878450220		
<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>			
Phone:	787-845-3197		
Email:	lcdo.echegaray@gmail.com		
Correspondent Name:	PRODUCTOS AVICOLAS DEL SUR, INC		
Address Line 1:	ROAD 153 KM 7.8 JAUCA II WARD		
Address Line 4:	SANTA ISABEL, PUERTO RICO 00757		
NAME OF SUBMITTER:	FERNANDO J. ECHEGARAY		
SIGNATURE:	/fernando j. echegaray/		
DATE SIGNED:	09/15/2017		
Total Attachments: 42			
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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and effective as of September 1, 2017 ("Effective Date") by and between **Productos Avícolas del Sur, Inc**, an corporation duly organized under the Laws of the Commonwealth of Puerto Rico (the "Licensor") and **IMEX Americas Trading, LLC**, a Limited Liability Company duly organized under the Laws of the Commonwealth of Puerto Rico (the "Licensee"). The Licensor and the Licensee may be referred to individually as a "Party", or collectively as the "Parties".

PRELIMINARY STATEMENTS

WHEREAS, the Licensor has a priority right to use the PICU Trademark ("Licensed Trademark") in the United State of America. Please refer to Schedule I, for illustrated copy of the Licensed Trademark own by the Licensor.

WHEREAS, the Licensor acquired the right to use the Licensed Trademark thru the Bill of Sales executed between the Licensor and the Bankruptcy Trustee on October 29, 2004. Please refer to Schedule II for illustrated copy of the Bill of Sales.

WHEREAS, the Licensor has filed an application to register the trademark in the United States Patent and Trademark Office ("USPTO") under the Application Serial No. 87107513. Please refer to Schedule III for illustrated copy of the Application filed by the Licensor at the USPTO.

WHEREAS, a further action by the USPTO suspending the application has been sent (issued) to the Licensor due to a pending Application Serial No. 87016615 filed at the USPTO, that precedes the filing date of the Licensor application. Please refer to Schedule IV for an illustrated a copy of the Suspension Letter issued by the USPTO. Notwithstanding the above, the Licensor has the right to execute this Agreement.

WHEREAS, the Licensee (i) is engaged in the business of domestic and international trade brokerage, mostly within the food and beverage industry and (ii) wants to use the Licensed Mark in the United State of America as it is illustrated in Schedule I.

WHEREAS, subject to the terms and conditions of this Agreement the Licensor is willing to permit the Licensee to use the Licensed Mark in the United State of America.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the benefits to be derived by the parties thereof, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The Parties agree to make a part hereof all of the "Preliminary Statements" as set forth in full herein.

SECTION 2. Grant of License. The Licensor grants to the Licensee a non-exclusive right to use the Licensed Trademark in commerce as it is illustrated in Schedule I.

SECTION 3. No Assignment or Transfer. The Licensee agrees that in no event will assign or transfer any right acquire thru this Agreement to any third party. The Licensee agree that the Licensor is not selling or transferring any right of title of the Licensed Trademark to the Licensee thru this Agreement. The Licensee recognizes and agrees that the Licensor is only licensing a non-exclusive right to use the Licensed Trademark in commerce thru this Agreement. The Licensor reserves the right to (i) assign or transfer this Agreement and (ii) the right in the future to enter the marketplace itself with the Licensed Trademark or (iii) the right to licensing the Licensed Trademark to any third party at its solely discretion.

SECTION 4. Territory. The Licensee will be entitled to use the Licensed Mark in the United State of America.

SECTION 5. Consideration. The Licensee agrees to pay the Licensor for the use of the Licensed Mark in commerce, the following royalty:

- a. The Licensee will pay a royalty to the Licensor of five (5) cents per pound of chicken meat sold in commerce on a monthly basis.

The Parties agrees that the first payment of the royalty shall occur on or before November of 2017. After such date, if Licensee fails to issue the first payment due to just cause, it shall pay a minimum royalty of \$1,000.00 per each month it fails to

comply with the royalty payment agreed herein up to the first Licensee's year. At the end of such term the parties will negotiate a new minimum royalty. Licensee's failure to comply with the timely payment stated herein, will constitute a major default under this Agreement and the Licensor will have the right, at its sole discretion, to immediately terminate this Agreement, effective thirty (30) days after notice to Licensee.

SECTION 6. Maintenance of Records and Audit Rights. The Licensee agrees to keep and maintain during the Term of this agreement the following:

- LAD*
- M*
- A*
- a. Books and Records. The Licensee agrees to maintain accurate books and records of the sales made pursuant to this Agreement. For a period of three (3) years following the end of each license year. Licensee shall keep at its business offices located in the Commonwealth of Puerto Rico a complete and accurate record of all sales of the chicken meat sold in commerce under the Licensed Trademark.
 - b. Statement of Gross Sales. Within sixty (60) days from the end of each fiscal year during the Term and whether any amounts shall be currently due by the Licensee to the Licensor in respect to the Royalty or not, Licensee shall deliver to Licensor a statement of Licensee Gross Sales of chicken meat sold in commerce under the Licensed Trademark for such fiscal year, certified as being true and correct to the best knowledge of an Officer of the Licensee (hereinafter referred to as the "Licensee's Statement of Gross Sales").
 - c. Audits. For each licensing year, Licensor shall have the right, exercisable upon at least ten (10) day notice to Licensee, given at any time within twelve (12) months after receipt of Licensee's Statement of Gross Sales, to have the books and records of Licensee in respect of Gross Sales for such License Year audited at Licensee's business hours, by a firm of independent certified public accountants selected by Licensor. Promptly upon receipt of the results of the audit, Licensor shall deliver a true and correct copy thereof to Licensee. If the audit discloses that the amount of royalty paid by Licensee to Licensor is less than the amount due, then Licensee shall pay such deficiency to Licensor within thirty (30) days after receipt of the results of the audit. If the audit discloses that Licensee's Gross Receipts have been understated by three percent (3%) or more and such understatement resulted in the payment of less than the royalty due, then Licensee's shall also reimburse Licensor for the cost of the audit, within thirty (30) days after receipt of the results of the audit.

Furthermore, if Licensee intentionally understated its Gross Sales for such License Year, or if such audit discloses that Licensee's Statement of Gross Sales have been understated by Licensee by more than five percent (5%) on more than two (2) License Years during the Term, then Licensor may, within ninety (90) days from Licensor's receipt of the corresponding audit report, terminate this Agreement by written notice to Licensee, sent at least one hundred eighty (180) days prior to the intended termination date.

If the audit discloses that the amount of royalty paid by Licensee to Licensor is in excess of the amount due, then Licensor shall refund such excess to Licensee within thirty (30) days after receipt by Licensor of the results of the audit.

The failure by Licensor to dispute the accuracy or computation of royalty for any License Year within twenty-four (24) months after the receipt of Licensee's Statement of Gross Sales shall be deemed to be a waiver by Licensor of its right to dispute the accuracy or computation of Royalty for such License Year.

In the event that Licensee disagrees with the audit conducted by Licensor's auditors, Licensee shall have the right, within thirty (30) days of receiving a copy of the aforementioned audit conducted by Licensor's auditors and upon notice to Licensor, to cause a firm of independent certified public accountants appointed jointly by Licensor and Licensee to conduct an independent audit of Licensee's books and records in respect of Gross Sales for such Lease year. Licensor and Licensee shall in good faith endeavor to agree as to such firm of independent certified public accountants. If they cannot agree, either party may ask the president of the *Colegio de Contadores Públicos Autorizados de Puerto Rico* to name it. A copy of the independent audit shall be delivered to Licensor and Licensee.



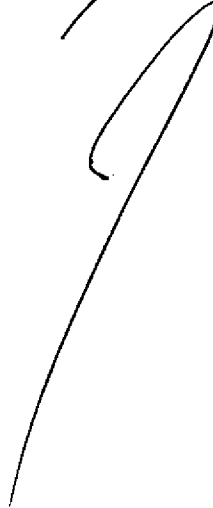
If such independent audit discloses that the amount of royalty paid by Licensee to Licensor is understated, then such deficiency shall be paid to Licensor within thirty (30) days after notice of such deficiency has been given to Licensee and Licensee shall pay the cost of the independent audit. If the independent audit discloses that the amount of royalty paid by Licensee to Licensor is higher than the amount due, then any excess shall be paid to Licensee within thirty (30) days after notice of such excess payment has been given to Licensor and Licensor shall pay the cost of the independent audit.

The failure by Licensee to dispute the accuracy or computation of royalty for any License Year within thirty (30) days after the receipt of the copy of the corresponding audit conducted by Licensor's auditors referred to in this

paragraph shall be deemed to be a waiver by Licensee of its right to dispute the accuracy or computation of the royalty for such License Year (but not for any subsequent License Year). The results of the aforementioned audit conducted by the independent certified public accountants selected by Licensor and Licensee shall be final and binding upon Licensor and Licensee.

SECTION 7. Term. The term of this License shall commence on the date of this Agreement and shall continue until the fifth anniversary date of this Agreement, unless terminated sooner in accordance with the provisions hereof.

SECTION 8. Ownership and Use of Licensed Trademark.

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- a. Ownership of the Licensed Trademark. Licensee irrevocable agrees that **no** ownership of the Licensed Trademark is being transfer thru this Agreement to the Licensee. The Licensee recognizes and agrees that the sole owner of the Licensed Trademark is the Licensor.
 - b. Limitation on Licensee's actions. The Licensee agrees that no action performed by the Licensee shall in anyway challenge or undermine the Licensor's ownership of the Licensed Trademark.
 - c. Protection of the Goodwill. The Licensee agrees to protect the intangible value or "Goodwill" of the Licensed Trademark during the Term of this Agreement and afterward if it is necessary. Licensee recognizes the great value, publicity and goodwill associated with the Licensed Trademark and acknowledges that such goodwill belongs exclusively to Licensor. The Parties agree to work together to continue to develop and maintain of the Goodwill of the Licensed Trademark.
 - d. Notification of Infringement. The Licensee shall notify the Licensor immediately after the acknowledgement of any third party infringement of the Licensed Trademark (other than To-Rico's). Licensor reserves its right to present any lawsuit, claim or demand against any third party infringement of the Licensed Trademark at its own discretion with or without the Licensee consent. Licensee shall not present any lawsuit or demand before any court with jurisdiction against any third party for any infringement of the Licensed Trademark without the written consent of the Licensor.
 - e. Unrelated Use. The Licensed Trademark granted under this Agreement shall be use only for the sale of fresh chicken in whole and/or parts in the

United State of America. Any unrelated use of the Licensed Trademark is forbidden under this Agreement.

- f. Use of Other Trademark. The Licensee agrees that during the term of this Agreement it will not sale fresh chicken in whole and/or parts under any other trademark or brand. Licensee also agrees that this Agreement only grants the Licensee the right to use the Licensed Trademark in commerce and does not extend to any other intellectual property own by the Licensor.

SECTION 9. Quality Standards. The Parties agree that the key element of the success of this Agreement is the quality control of the product that will be sale in commerce under the Licensed Trademark. Based on that the Licensee commits itself to the following:

- a. Minimum Standards. The product to be use with the Licensed Trademark shall meet all requirements establish under:

i. The Puerto Rico Regulation no. 8274 of October 25, 2012 known as "Reglamento de mercado núm. 8 para regir la calidad y el mercadeo de carne de aves en el Estado Libre Asociado de Puerto Rico" [Market regulation no. 8 to rule the quality and market of birds in the Commonwealth of Puerto Rico].

ii. Title 9 - Code of the Federal Register – Chapter III – Subchapter A – Part 381.129 (6) (i). Licensee and/or licensee's will transport and maintain storage the fresh poultry at a temperature equal or above 26 F at all times as required by the United State Department of Agricultural ("USDA") for the fresh poultry designation.

- b. Representative Sample. The parties acknowledge that Licensor shall retain quality control over the Goods with regard to the Licensed Trademark. To that end, simultaneous with development and creation, and up to four times per calendar year thereafter, as requested by Licensor, Licensee agrees to send samples of the Goods along with the packaging, advertising and promotional materials bearing or sold under the Licensed Trademark (collectively, the "Materials") and any other documents which may permit Licensor to determine whether the Materials and services and trademark uses meet the standards, specifications and directions set forth

in this Agreement. Licensor shall review and approve or disapprove the form of the materials bearing the Licensed Trademark, in writing, within fifteen (15) days of receipt thereof. If Licensor fails to disapprove of the same within the fifteen (15) day period, the same shall be deemed approved. Licensee shall not change any approved advertising or promotional materials without the prior written consent of Licensor. In addition, upon Licensee's receipt of written notification from Licensor that Licensor believes in good faith that the standard of quality required under this Section 9(b) has not been maintained, Licensee shall promptly take reasonable steps to correct any defects in the quality of the Goods that have been identified by Licensor.


- c. Other Specifications. Licensee agrees to take care of the image, added value and presentation of the Licensed Trademark in commerce under the highest standards of quality and reliability. The Parties agrees that the Licensor reserves the right to establish from time to time other quality requirements during the term of this Agreement at its sole discretion.
- d. Prohibition. Under no circumstances the Licensee will be allowed to use the Licensed Trademark for selling "frozen chicken", as defined under the laws, rules and regulations of the United States of America.
- e. Inspection of the Products. The Licensee grants the Licensor the right to inspect the chicken product quality from time to time at the Licensee and/or Licensee's facilities or anywhere else, where the products are stored, at the licensor own discretion.

SECTION 10. Marking on Products.

- a. Designation on the Materials. The Licensee agrees to include in all the packaging, advertising and promotional to be use with the Licensed Trademark the following phrase: "Empacado para / Packaged for: IMEX Americas Trading, LLC. PMB 556 Box 11850 - San Juan, Puerto Rico 00922-1850".
- b. Format and Appearance of the Licensed Trademark: The Licensee agrees **not** to create and design a new version of the Licensed Trademark in anyway. The Licensee shall use only format and appearance of the Licensed Trademark in commerce as it is illustrated in Schedule I.

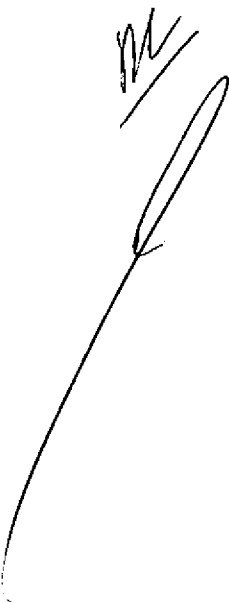
SECTION 11. Licensor's Representations and Warranties.

a. Licensor represents and warrants as follows:

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- i. Licensor is a corporation duly organized under the Laws of the Commonwealth of Puerto Rico.
 - ii. Licensor shall execute and perform this Agreement within the scope of its corporate authority and business; has taken necessary corporate actions to give appropriate authorization and to obtain the approval and permission its shareholders and government authorities, and shall not violate restrictions by laws and contracts binding or having an effect thereon.
 - iii. This Agreement shall constitute Licensor's legitimate, valid and binding obligations as soon as it is legally executed, and shall be enforceable against it.
 - iv. Licensor has exclusive ownership of the Trademark that is licensing under this Agreement.

SECTION 12. Licensee's Representations and Warranties.

a. Licensee represents and warrants as follows:

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- i. Licensee is a company legally registered and validly as a Limited Liability Company under the Laws of the Commonwealth of Puerto Rico.
 - ii. Licensee shall execute and perform this Agreement within the scope of its corporate authority and business; has taken necessary corporate actions to give appropriate authorization and to obtain the approval and permission of all of its members, and from the required government authorities, and shall not violate restrictions by laws and contracts binding or having an effect thereon.
 - iii. This Agreement shall constitute Licensee's legitimate, valid and binding obligations as soon as it is legally executed, and shall be enforceable against it.
 - iv. That Licensee has the financial capacity, skill and management structure to trade the Licensed Trademark in commerce.

SECTION 13. Licensee Assistance in Maintaining Licensed Trademark. The Licensee agrees to assist the Licensor in obtaining and maintaining the registration of the Licensed Trademark, and once it becomes registered at the USPTO, to keep it good standing.

SECTION 14. Insurance. Licensee shall maintain in effect sufficient amounts of insurance for both bodily injury and property damage liability which policies are "occurrence-based" and commercially reasonable, including in terms of scope, coverage, and limits. Such coverage shall be provided with respect to all claims for damages arising out of the manufacture, distribution or sale or use of the Goods under the Licensed Trademark, regardless of when such claims are made or when the underlying injuries occur or manifest themselves. Policies maintained by Licensee shall name Licensor an additional insured and provide that notice shall be given to Licensor at least thirty (30) days prior to cancellation or material reduction in the form of such policies. Copies of certificates as evidence of said insurance shall be delivered by Licensee to Licensor upon Licensor's request.

SECTION 15. Indemnification.

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- a. Licensee hereby agrees to indemnify and hold harmless Licensor and each of Licensor's officers, directors, members, employees, advisors, representatives, counsel and agents (each, including Licensor, an "**Indemnified Person**") from and against any and all losses, claims, damages and liabilities to which any Indemnified Person may become subject (i) arising out of or based upon the distribution or sale of any of the Goods or the use of the Goods or Materials (as defined herein) under the Licensed Trademark, or (ii) arising in any manner out of, related to, or in connection with the transactions contemplated by this Agreement and shall reimburse each Indemnified Person promptly for any legal or other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with any of the matters as set forth above (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein).

Licensee further agrees that it will not, without Licensor's prior written consent, which consent will not be unreasonably withheld, enter into any settlement of a lawsuit, claim or other proceeding arising out of any of the matters set forth in Section 15 (a).

In case any action or proceeding is initiated involving any Indemnified Person for which indemnification is to be sought hereunder by such Indemnified Person, then such Indemnified Person shall promptly notify the Licensee of the commencement of any action or proceeding; *provided, however,* that the failure so to notify the Licensee shall not relieve the Licensee from any liability that it may have to such Indemnified Person pursuant to this Section 15 or from any liability that they may have to such Indemnified Person other than pursuant to this Section 15.

- b. Licensors hereby agrees (if occur) to indemnify and hold harmless Licensee and each of Licensee's officers, directors, members, employees, advisors, representatives, counsel and agents from and against any and all losses, claims, damages and liabilities to which any of them may become subject in relation to the Application Serial No. 87016615 filed by To-Rico's at the USPTO.

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Section 16. Termination. Licensors may terminate this Agreement, upon the giving of ten (10) days written notice for a monetary default, and thirty (30) days written notice for a non-monetary default, should Licensee (i) fail to pay the Royalties required under Section 5 herein; or (ii) fail to distribute and/or sell the Goods under the Licensed Trademark for a consecutive period of twelve (12) months; or (iii) be declared in default of any other term or provision of this Agreement; or (iv) become insolvent, make an assignment for the benefit of creditors or has a petition in bankruptcy filed for or against it. Licensee shall have the ability to cure the matters set forth in this Section 16 during the aforesaid notice period. Upon termination or expiration of this Agreement, all rights granted herein shall revert to Licensors and Licensee shall be precluded from making any claim to such rights. Upon termination or expiration of this Agreement, Licensee shall cease all use of the Licensed Trademark. Specifically, Licensee shall cease selling the Goods bearing the Licensed Trade Dress and shall cease producing any Materials featuring the Licensed Trademark, as more specifically provided in Section 17 herein.

SECTION 17. Licensee's Duties Upon Termination. Upon termination or expiration of this Agreement, Licensee agrees to immediately discontinue (i) the distribution and sale of all Goods bearing the Licensed Trademark, and (ii) the use or display of the Licensed Trademark, including in connection with the Goods or Materials. Such disposition shall be subject to the terms of this Agreement including, but not limited to, those requiring reports of sales and payment of Royalties and the obligation to maintain insurance and to indemnify Licensors. Notwithstanding the generality of the foregoing, Licensee agrees to destroy all unsold packaging, marketing materials (and

Goods if a Licensed Trademark is affixed to the Goods and cannot be removed) bearing the Licensed Trademark and to report to Licensor the number of each destroyed. Notwithstanding the foregoing provisions, Licensor may grant Licensee the right to dispose of its stock after termination of this Agreement for a period not to exceed three (3) months from the date of termination, subject to the condition that Licensee: (x) pays to Licensor all Royalties accrued during such period, and (y) delivers to Licensor a report of sales for such period, and (z) provides Licensor with an inventory of unsold Goods bearing the Licensed Trademark remaining at the time of termination and allows Licensor at its option to conduct a physical inventory to verify such a statement.

SECTION 18. Time of the Essence. The Parties agrees that the performance of this Agreement shall be executed in a timely fashion.

SECTION 19. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto.

SECTION 20. Change of Control. If Change of Control of the actual members of the Licensee arise during the Term of this Agreement the Licensor reserves the right to terminate this Agreement at its solely discretion upon a thirty (30) day's notice.

SECTION 21. No Implied Waiver by Licensor. Neither a failure nor a delay on the part of the Licensor to exercise any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No notice to or demand upon the Licensee shall be deemed to be a waiver of the obligation of the Licensee or of the right of the Licensor to take further action without notice or demand.

SECTION 22. No Partnership/Joint Venture. Nothing in this Agreement expressed or implied, is intended to or shall constitute the Parties hereto as partners or participants in a joint venture.


SECTION 23. No Representation. In entering into this Agreement, each Party acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by neither of them or any employee or agent of them other than those specifically contained herein.


SECTION 24. Notice. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by facsimile, receipt

confirmed, to the party designated to receive such notice or on the date following the day sent by a nationally recognized overnight courier or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as many party might designated by written notice to the other party:

To Licensor: Productos Avícolas del Sur, Inc.
 PMB 251 PO Box 400
 Santa Isabel, Puerto Rico 00757
 Attn: Mr. Fernando Echegaray - President

To Licensee: IMEX Americas Trading, LLC
 PMB 556 Box 11850
 San Juan, Puerto Rico 00922-1850
 Attn: Mr. Derrick Lugo – General Manager

 **SECTION 25. Confidentiality.** The Parties hereby agree to not use or disclose any information exchanged herein or in relation to this Agreement ("Confidential Information") except: (i) in the proper performance of this document; (ii) to such of the officers, employees and advisers of the Party as have a legitimate interest in the Confidential Information to be disclosed to them; (iii) as may be required by applicable law (in which case, prior to disclosure, the party must consult with the other parties about the form and content of such disclosure); or (iv) as the Parties agree in writing. The Parties also agrees that this Section 25 shall survive the termination of the Term of this Agreement.

 **SECTION 26. Force Majeure.** In the event that the obligation of any Party to this Agreement shall be impossible of performance by reason of an act of God or the elements, shortage or unavailability of necessary materials, supplies, or labor, shortages or interruptions of transportation facilities, or because of applicable governmental regulations or restrictions, or other cause beyond the affected Party's control, then in such event the time for performance of the obligation of the Party so affected shall be extended until the termination of such cause beyond such Party's control but in no case shall exceed a term of sixty (60) days from the date the event occurred.

SECTION 27. Construction/Negotiation. The Parties state that they have received legal, accounting, and financial advice as to all of the subjects contained in this Agreement and that they have consulted with counsel. The Parties further state that this Agreement is the product of negotiation in good faith, and that it has been drafted jointly by the Parties. Consequently, this Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted. Finally, the Parties represent that they have executed this document freely, voluntarily, and without any coercion or intimidation whatsoever.

SECTION 28. Amendments. No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties hereto.

SECTION 29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Puerto Rico, without regards to its conflicts of law provisions. In case judicial proceedings be filed pursuant to this Agreement, the undersigned hereby expressly submit to the jurisdiction and venue of the Court of First Instance, Superior Court of San Juan, sitting in the City of San Juan.

SECTION 30. Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this document has been executed by each Party and a copy thereof delivered to the other Party of this Agreement.

SECTION 21. Severability. The invalidity of anyone or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. Such provision shall be deemed severed and of no effect and the remainder of the Agreement shall remain operative and in full effect.


SECTION 22. Entire Agreement. This Agreement constitutes the entire and final agreement between the Parties hereto and there are no agreements, understandings, warranties or representations between the Parties hereto with respect to this Agreement, except as set forth herein. This Agreement supersedes, in all respects, all other prior written or oral agreements and communications between the Parties relating to the subject matter of this Agreement and there are no agreements, understandings, warranties or representations between the Parties as set forth in this Agreement.

SECTION 23. Headings. Paragraphs or other headings contained in this Agreement are intended for ease in reference and are not intended to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized in San Juan, Puerto Rico, this 1st day of September of 2017.

Productos Avícolas del Sur, Inc.

IMEX Americas, LLC.



Fernando Echegaray Daleccio
President

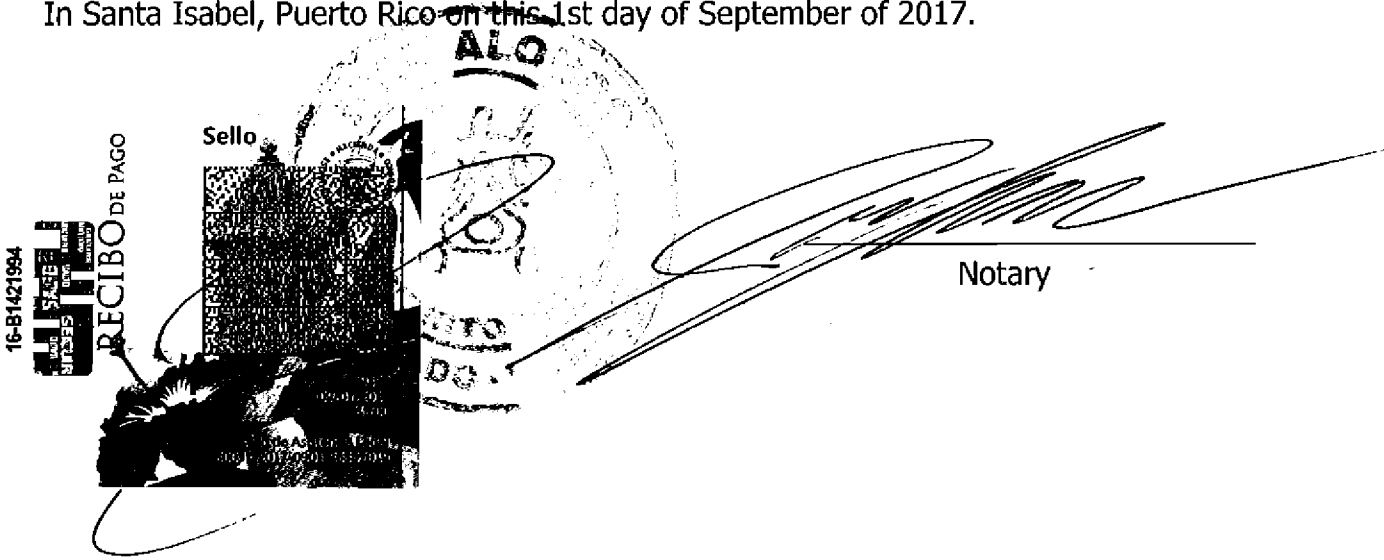


Derrick Lugo Colon
General Manager

Affidavit: No. **13,919**

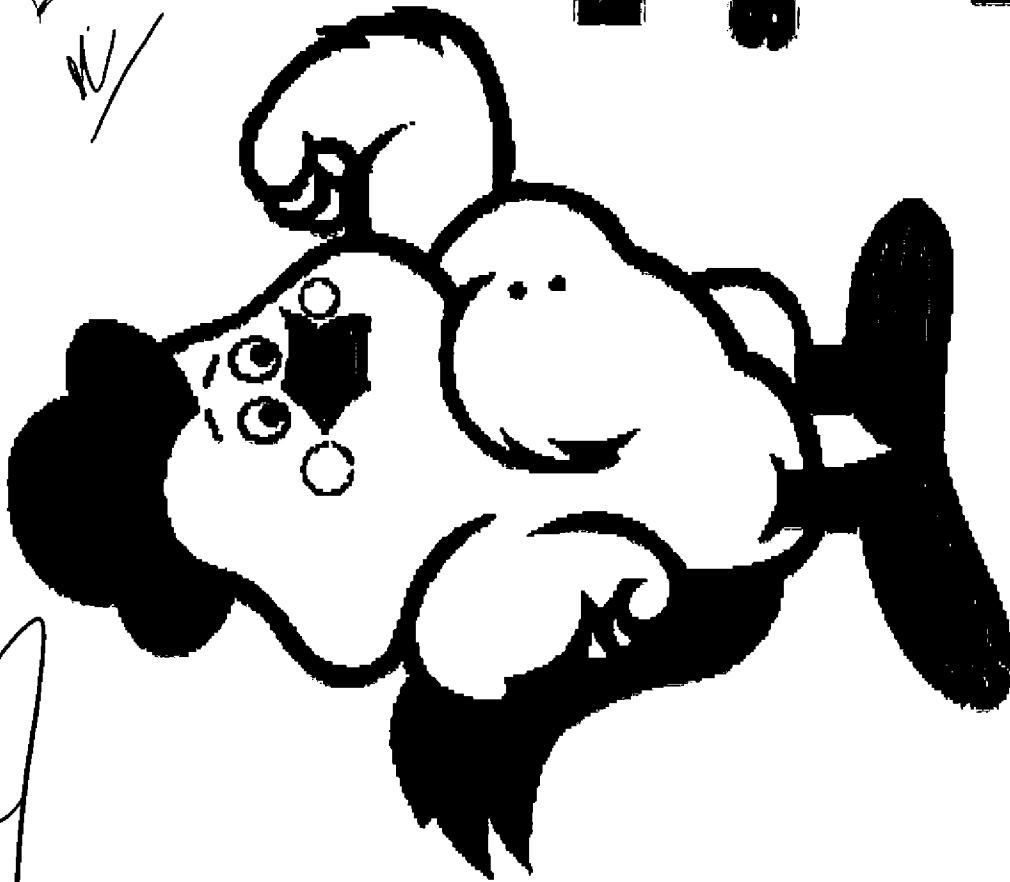
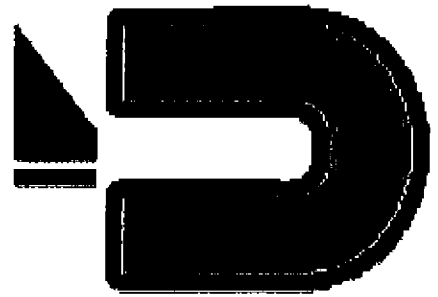
Acknowledge and subscribed to before me by Fernando Juan Echegaray Daleccio, of legal age, married, President of Productos Avícolas del Sur, Inc., and resident of Ponce, Puerto Rico; and Derrick Lugo Colon, of legal age, single, General Manager of IMEX Americas Trading, LLC, and resident of San Juan, Puerto Rico which both are personally known to me.

In Santa Isabel, Puerto Rico on this 1st day of September of 2017.



The notary section contains a circular seal with the text 'SANTA ISABEL' and 'PUERTO RICO'. To the left of the seal is a rectangular stamp with the text 'RECIBO DE PAGO' and 'Sello'. Below the seal is a large, stylized signature. To the right of the signature is a horizontal line with the word 'Notary' centered below it. On the far left, there is a vertical stamp with the number '16-B1421994' and a barcode.

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BILL OF SALE

This Bill of Sale dated as of October 29, 2004 given by Wigberto Lugo Mender, as the designated Bankruptcy Trustee in the consolidated cases stated below ("Seller") to Productos Avícolas del Sur, Inc., a Puerto Rico corporation represented herein by its President, Fernando Echegaray Daleccio ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the Chapter 7 Trustee designated by the U.S. Bankruptcy Court for the District of Puerto Rico in the following consolidated cases, and is authorized by the U.S. Bankruptcy Code to sell assets of their bankruptcy estates:

- In Re Industrias Avícolas de Puerto Rico, Inc. (hereinafter designated "IAPRI"), case no. 03-01146 (SEK),
- In Re Procesadora de Granos de Puerto Rico, Inc. (hereinafter designated "Progranos"), case no. 04-10016 (SEK) and
- In Re Procesadora de Embutidos de Puerto Rico, Inc. (hereinafter designated "Preco"), case no. 04-10017 (SEK);

WHEREAS, on October 13, 2004 Seller sold at public auction certain assets of IAPRI, Progranos and Preco, under the terms set out in the "Notice of Sale of Property at Public Sale Free and Clear of Liens" dated September 29, 2004, copy of which is attached hereto as "Exhibit A";

WHEREAS, Purchaser attended the public auction and submitted the winning bid for all assets on sale for a global price of \$13,300,000;

WHEREAS, Seller and Purchaser have executed on this date public deeds consummating the transfer to Purchaser of all real estate assets subject of the sale (including fixtures and other goods deemed by law to be immovable property whether by nature or destination); and

WHEREAS, the parties now desire to evidence the conveyance, transfer, assignment and delivery to Purchaser of all other assets subject of the sale, consisting of the personal property and intellectual property rights described below.

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

1. The Seller hereby sells, conveys, transfers and assigns to Purchaser all rights, title and interest of IAPRI, Progranos and Preco, respectively, in and to all of the personal property and intellectual property rights more particularly described in the exhibits attached to and made part of this Bill of Sale, in their "as is" condition, free and clear of all liens and encumbrances, to wit:

- Exhibit 1.3: IAPRI and Preco machinery and equipment.
- Exhibit 1.4: IAPRI motor vehicles.
- Exhibit 1.12: "Pollo Picú" trademark(s) and all related intellectual property rights.
- Exhibit 4.2: Progranos machinery and equipment.

2. The sale is made pursuant to all terms and conditions set out in the Notice of Sale attached hereto as Exhibit "A", which are adopted by reference as if fully set out herein. Purchaser particularly acknowledges that the sale is made "as is" and "where is" without representation or warranty of any kind, express or implied, including (without limitation) any representation or warranty of merchantability or fitness for any particular purpose; and no warranty as to the accuracy or completeness of the attached descriptions of any assets sold.
3. The parties agree that, for purposes of allocating the global purchase price referenced above between the real estate transferred by public deed, and the personal property and intellectual property rights transferred hereby, the assets transferred hereby are collectively valued at \$300,000.00.
4. The execution of this Bill of Sale shall constitute proper delivery to Purchaser of the assets transferred hereby, which from the date of execution hereof shall be in the exclusive possession of Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have executed this instrument on the day and year above written.

PRODUCTOS AVÍCOLAS DEL SUR, INC.

By: *Fernando Echegaray Daleccio* *Wigberto Lugo Mender*
 Name: Fernando Echegaray Daleccio Wigberto Lugo Mender
 Title: President

Affidavit No. 6659

Signed before me by Fernando Echegaray Daleccio, of legal age, married, businessman and resident of Aibonito, Puerto Rico, as President of Productos Avícolas del Sur, Inc.; and by Wigberto Lugo Mender, of legal age, married, lawyer and resident of San Juan, as bankruptcy trustee for Industrias Avícolas de Puerto Rico, Inc., Procesadora de Granos de Puerto Rico, Inc. and Procesadora de Embutidos de Puerto Rico, Inc., both personally known to me, in San Juan, Puerto Rico, this 29th day of October, 2004.

[Signature]
 Notary Public

Exhibit A
Bill of Sale

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE: *
*
INDUSTRIAS AVICOLAS DE PUERTO * CASE NO. 03-01146(SEK)
RICO, INC. *
*
* CHAPTER 7

DEBTOR *

IN RE: *
*
PROCESADORA DE GRANOS DE * CASE NO. 04-10016 (SEK)
PUERTO RICO, INC. *
*
* CHAPTER 7.

DEBTOR *

IN RE: *
*
PROCESADORA DE EMBUTIDOS DE * CASE NO. 04-10017 (SEK)
PUERTO RICO, INC. *
*
* CHAPTER 7

DEBTOR *

[Handwritten initials]

**NOTICE OF SALE OF PROPERTY AT PUBLIC SALE
FREE AND CLEAR OF LIENS**

WIGBERTO LUGO MENDER, the undersigned Chapter 7 trustee ("trustee"),
represents that he will sell at public sale property of estate of debtors Industrias Avícolas de
Puerto Rico, Inc. ("IAPRI"), Procesadoras de Granos de Puerto Rico, Inc. ("Progranos"), and/or
Procesadoras de Embutidos de Puerto Rico, Inc. ("Preco") as described below:

[Large handwritten mark]

PROPERTY DESCRIPTION**LOTS I - POULTRY PROCESSING PLANT KNOWN AS EMPRESAS PICU & PROCESADORA DE EMBUTIDOS DE PUERTO RICO**

Property Name	Registry #	Description/Reference
1. IAPRI Processing Plant Building Rights and Improvements.	Prop. #8950, Coamo Refer also to copy of lease contract.	Exhibits 1.1 and 1.2
2. IAPRI Machinery, Equipment, Furnitures & Mixtures and vehicles.	Security Agreement recorded on July 9, 2001	Exhibits 1.3 and 1.4
3. IAPRI Club (Torres)	Prop. #1466, Coamo.	49.86 "Cuerdas". Exhibits 1.5 and 1.6
4. IAPRI Hatchery I	Prop. #6433, Coamo plus machinery and equipment	3.00 "Cuerdas". Exhibits 1.3, 1.7 and 1.9
5. IAPRI Hatchery II	Prop. #359, Coamo	87.4072 "Cuerdas". Exhibits 1.8 and 1.9
6. IAPRI Club (Passalaqua)	Prop. #8952, Coamo with improvements	27.1610 "Cuerdas" Exhibits 1.10 and 1.11
7. IAPRI Trademark and interest in operating rights	Registration number 1935015 at U.S. Patent and Trademark Office.	Exhibit 1.12
8. PRECO Machinery, Equipment, Furnitures & Fixtures	Security Agreement recorded on November 6, 2003	Exhibit 1.3

This lot comprises personal and real property pertaining to these estates. Within the equipment installed at these premises there is certain machinery and equipment that has been leased from Popular Auto under a financing sales type lease agreement. The following equipment and property leased from Popular Auto **IS NOT INCLUDED** within the items made part of this sale.

1. Price Labber 1999 (Contract #02-600-85117-00-82302).
2. Price Labber 1999 (Contract #02-600-85117-00-82303).
3. John Deere Tractor 1999 (Contract #02-600-85117-00-85639).
4. Industrial Equipment [Equipo para recogido de pollo] (Contract #02-600-85117-00-82292).
5. Industrial Equipment [Máquina para mollejas] (Contrato #02-600-85117-00-82296).
6. Electric Generator [planta eléctrica] (Contract #02-600-85117-00-82297)

LOT II - OTHER REAL ESTATE LOCATED AT SANTA ISABEL

Lot of Land commonly known and named as Cayures property located at Rio Jueyes Ward in the municipality of Santa Isabel. This lot is comprised of 209.56 cuerdas. Copy of the title searches for these properties and of its last appraisal report is enclosed as Exhibits 2.1 and 2.2. (9)

LOT III - OTHER REAL ESTATE LOCATED AT COAMO

2 Lots of Land (Property ["Finca"] #1227 and #1179) commonly known and named as Vasallo I & II at Palmarejo Ward in the municipality of Coamo. These lots are comprised of 183.22 "cuerdas". Copy of the title searches for these properties and of its last appraisal report is enclosed as Exhibits 3.1 and 3.2. (10) (11)

LOT IV - PROGRAMOS PROPERTIES

Property Name	Registry No.	Description/Reference
1. Lease Rights for Land located at Guanica	Prop. # 471, Guánica	Copy of lease contract - Exhibit 4.1
2. Buildings and Mill located at Guánica	Prop. # 4747, Guánica	Copy of edification deed - Exhibit 4.2
3. Machinery, Improvements, Equipment including vehicles.	Security Agreement recorded on November 6, 2003	Exhibit 4.3

Various interested parties have presented firm offers for the purchase of some or all of the above described real and personal properties. Because there may be other parties interested in purchasing the above described properties, the undersigned trustee has scheduled a public sale to which all potential buyers of these properties will be invited. This sale will be conducted pursuant to the following:

TERMS AND CONDITIONS:

1. Sale shall be free and clear of liens, except as noted in the Lien and Encumbrances section of this notice; such liens, if any, shall attach to proceeds. See 11 U.S.C. § 363(f). Payments to the secured and administrative creditors participating in this sale are detailed below.
2. The trustee will complete the sale contemplated herein and adjudicate the sale to the best firm offeror upon the terms herein set forth. The minimum amount to be considered as a bonafide offer shall be \$11,000,000.00 for all property subject to this sale.
3. In the event that any party objects to this Sale, a hearing on said objection will be scheduled by the Honorable Court.
4. The auction may be conducted as to allow for bidding by lots or in bulk, at the sole discretion of the trustee. If offers are received per lots, the individual sale by lots shall also aggregate

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\$11,000,000.00 for all lots subject to the distribution of the proceeds to the creditors participating in this sale. Sales adjudicated at the auction are final and shall constitute an enforceable contract between the trustee and the buyer(s).

5. At the public auction a **non-refundable deposit** of no less than 5% of the sales price shall be required from the bidder to whom the sale is adjudicated, payable in check, upon adjudication at the auction. In the event that a non-refundable deposit is forfeited, the estate will receive 10% of the deposit, The Bank of Nova Scotia will receive 45% of the deposit and The Economic Development Bank (EDB) will receive 45% thereof.
6. This sale is made "as is" and "where is" without representation or warranty of any kind, express or implied, including, without limitation, representation or warranty of merchantability or of fitness for any particular purpose; and no warranty is made as to the accuracy of the above description of any assets for sale. The buyer is responsible of complying with all laws and regulations for the operation of the business, including but not limited to the Consent Decision and Order with the United States Department of Agriculture docketed under PPIA 04-0005. Copy of this decision is included as Exhibit 1.12. Offeror and prospective bidders are hereby advised that the Consent Decision and Order mentioned above has not been revoked, that the same is in full force and effect and that the successful bidder must comply with the same. The Trustee makes no representations regarding said Consent Decision and Order. Offeror and prospective bidders should seek specialized assistance in analyzing said Consent Decision and Order. Buyer is also responsible of procuring and obtaining the transfers of the operating permits required to operate the business. All risk of loss shall pass to the buyer upon adjudication of the sale and closing of the sale deeds by the trustee. Upon closing of the deeds on sale of the property, the prevailing buyer waive, release and hold harmless the trustee, the estate and the creditors participating in this sale of any claims, damages or assessment on this transaction.
7. Full payment of the balance of the purchase price and execution of the closing deeds shall be made on or before **Friday, October 29, 2004, at 2:00PM** at the law offices of **Goldman Antonetti & Córdova, P.S.C.** located at **250 Muñoz Rivera Avenue, Fourteenth Floor, Hato Rey, Puerto Rico.** Compliance with this condition is essential for adjudication of this sale at the public auction. In the event of an objection to this sale is filed, payment of the balance of the purchase price and execution of the closing deeds shall be made not more than eleven (11) days after final adjudication of this sale by the Court.
8. Buyer shall take possession of the property acquired immediately upon full payment of the purchase price and upon closing of the sale deeds. Any preservation expenses accrued on this property after the final adjudication of the sale will be at the cost of the buyer.
9. Failure to pay the full price or to execute the closing deeds on the property as and when provided herein shall entitle the trustee to void the sale, and the deposit as well as any other money given shall be deemed forfeited. In the event that a deposit is forfeited, the estate will receive 10% of the deposit, The Bank of Nova Scotia will receive 45% of the deposit and The Economic Development Bank (EDB) will receive 45% thereof.

10. The properties subject of this sale may be inspected by potential buyers and other parties in interest upon appointment with the undersigned trustee. An auction date has been scheduled for Wednesday, October 13, 2004, at 2:00 PM and shall be conducted at Ochoa Building, 500 Tanca Street, Lobby Level, Old San Juan, Puerto Rico.

LIENS AND ENCUMBRANCES

Per the title search included as Exhibits to this Notice of Sale the personal and real property described is subject to the following liens. All references in the following charts marked "BNS & EDB" indicate a 50% *part passu* interest of EDB up to the aggregate principal amount of \$2,000,000.00.

LOT I

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Property name & Registry no.	Appraisal & date	Liens & Encumbrances
1. IAPRI Processing Plant Building Prop. #8950, Coamo	\$2,430,000 4/24/97	Lessor Corp. Desarrollo Agrícola de PR \$2,000,000 The Bank of Nova Scotia ("BNS")
2. IAPRI Machinery & Equipment	\$10,475,000 4/24/97	BNS Security Agreement
3. IAPRI Club (Torres) Prop. #1466, Coamo	\$598,000 3/20/03	\$275,000 BNS & Economic Development Bank ("EDB") \$225,000 BNS & EDB \$360,000 BNS & EDB \$227,216.87 Embargo ELA Income Tax 6/20/02 \$799,108.34 Embargo ELA Payroll Tax 6/20/02 \$1,428,585.84 Embargo ELA Payroll Tax 6/26/02 \$28,610.00 Embargo CFSE 12/13/02 \$506,039.86 Embargo-ELA 6/26/03 \$115,967.70 Embargo CFSE 5/19/03 \$452,092.46 Embargo CFSE 6/15/03 \$115,967.70 Embargo CFSE 2/27/04
4. IAPRI Hatchery I Prop. #6433, Coamo	\$2,000,000	\$300,000 BNS \$1,300,000 BNS \$3,150,000 Corp. de Crédito Agrícola \$1,140,000 BNS \$28,610.00 Embargo CFSE 11/8/02 \$452,092.46 Embargo CFSE 3/14/03 \$115,967.70 Embargo CFSE 5/19/04 \$452,092.46 Embargo CFSE 3/14/03 \$115,967.70 Embargo CFSE 1/22/04
5. IAPRI Hatchery II Prop. #359, Coamo	\$1,300,000 3/20/03	\$660,000 BNS & EDB \$540,000 BNS & EDB \$860,000 BNS & EDB \$28,610.00 Embargo CFSE 11/8/02

		\$452,092.46 Embargo CFSE 3/14/03 \$115,967.70 Embargo CFSE 5/19/04
6. IAPRI Club (Passalacqua) Prop. 8952, Coamo	\$543,000 3/20/03	\$110,000 BNS \$90,000 BNS \$140,000 BNS \$28,610 Embargo CFSE 11/8/02 \$452,092.46 Embargo CFSE 3/2/03 \$115,967.50 Embargo CFSE 1/20/04 \$257,944.57 Embargo CFSE 7/14/04
7. IAPRI Trademark	None available	BNS Security Agreement over Intellectual Property. 10/31/03
8. PRECO Machinery, Equipment, Furniture & Fixture	None available	BNS Security Agreement

LOTS II & III

Property Name & Registry No.	Appraisal & Date	Liens & Encumbrances
1. IAPRI Cayures Prop. #171, Santa Isabel	\$3,350,000 3/20/03	\$2,000,000 BNS & EDB
2. IAPRI Vassallo I Prop. #1227, Coamo	\$1,465,000 for both Vassallo I & II 3/20/03	\$600,000 BNS & EDB \$28,610.00 Embargo CFSE 3/4/03 \$438,503.15 Embargo CFSE 3/4/03 \$452,092.46 Embargo CFSE 3/4/03 \$115,967.70 Embargo CFSE 5/19/04 \$115,967.70 Embargo CFSE 2/27/04
3. IAPRI Vassallo II Prop. #1179, Coamo	\$1,465,000 for both Vassallo I & II 3/20/03	\$400,000 BNS & EDB \$87,843.66 Embargo CFSE 3/1/01 \$227,216.87 Embargo ELA Income Tax 6/20/02 \$799,108.34 Embargo ELA Income Tax 6/20/02 \$28,610 Embargo CFSE 12/12/02 \$1,428,585.24 Embargo ELA Payroll Tax 12/13/02 \$452,092.46 Embargo CFSE 6/15/03 \$115,967.70 Embargo CFSE 5/19/04 \$257,944.57 Embargo CFSE 6/15/04 \$115,967.57 Embargo CFSE 2/4/04 \$257,944.57 Embargo CFSE 7/15/04

LOT IV

Property Name & Registry No.	Appraisal & Date	Liens & Encumbrances
1. Leaschold interest, Buildings & Fixtures Prop. #4747, Guánica	\$4,500,000 3/19/97	\$4,000,000 BNS
2. Machinery & Equipment	\$5,200,000 3/19/97	BNS Security Agreement
3. Machinery & Equipment	\$5,200,000 3/19/97	BNS Security Agreement

Creditors and parties in interest are urged to review the documents enclosed with the notice of sale to ascertain the correct description of the liens perfected against the properties subject of this sale. In summary, the liens and encumbrances affecting the properties subject of this sale are as follows.

The Bank of Nova Scotia (BNS) holds a first rank secured claim over all real and personal property pertaining to this estate as further detailed above. The amount due on account of this secured claim is \$19,964,869.26 as of August 31, 2004.

The Economic Development Bank (EDB) holds a first rank secured claim over certain real property pertaining to this estate as further detailed above and a super priority in payment over all administrative claims of the estate. On those properties that are marked "BNS & EDB" the EDB shares in 50% *pari passu* with the BNS's mortgages up to the aggregate principal sum of \$2,000,000 plus interest. The amount due on account of this secured claim to EDB, as per the proof of claim filed by this secured creditor is in the principal amount of \$2,000,000.00 plus interest accrued.

There is a recorded lease contract(s) with Corporación para el Desarrollo Agrícola de Puerto Rico, which is now Administración Servicios y Desarrollo Agropecuario ("ASDA") & Puerto Rico Department of Agriculture, over property #8950 and #171, including land and building which also includes machinery and equipment property of ASDA as detailed in Exhibit C to the lease agreement. Copy of the lease contract(s), with its recorded extension, is enclosed to this notice as Exhibit 1.1 and 1.2. This contract together with its extension will remain in full force and effect in regard to this property and the purchaser agrees to comply with the terms of this contract as if it was the bankruptcy estate herein.

There is a recorded lease contract(s) with the Puerto Rico Ports Authority for the exercise of certain rights and leasing of certain facilities at Guanica Harbor currently in use for the business operations of Productos de Granos de Puerto Rico. Copy of the lease contract(s), with its recorded extension, is enclosed to this notice. This contract together with its extension will remain in full force and effect in regard to this property and the purchaser agrees to comply with the terms of this contract as if it was the bankruptcy estate herein.

There are several tax liens recorded pre-petition and post-petition by Corporación del Fondo del Seguro del Estado (CFSE) over certain real properties pertaining to this estate. The embargoes issued in favor of CFSE are as follows:

- a) \$452,092.46 on property #1466, #6433, #359, #1227 and #1179.
- b) \$28,610.00 and \$438,503.15 on property #1227 and \$257,944.57 on property #1179.
- c) \$115,967.70 on property #1466, #6433, #350 and #1179 and \$115,967.57 on property #1179 and for \$257,944.57 on property #1179.
- d) \$28,610.00 on property #1466, #6433, #359, #8952 and #1179 recorded in the Registry of Property in December 2002 and/or November 2002.

There are several tax liens recorded pre-petition and post-petition by the Puerto Rico Treasury Department (Treasury) over certain real properties pertaining to this estate. The embargoes issued in favor of Treasury as follows:

- a) \$87,843.66 on property #1179 recorded in the Registry of Property in March 1, 2001 and for \$115,967.70 which was presented in the Registry of Property on February 27, 2004.
- b) \$227,216.87, \$799,108.34 and \$1,428,585.84 on property #1466 recorded in the Registry of Property in June, 2002 and on property #1179 in December 13, 2002.
- c) \$506,039.86 on property #1466.

Mortgage in favor of Corp. de Crédito Agrícola for the principal amount of \$3,150,000.00, due on demand subscribed on May 5, 1982 regarding IAPRI Hatchery I property #6433. As informed by the debtor and confirmed with the confirmed reorganization plan, there are no amounts due on account of this mortgage note.

Centro de Recaudación de Ingresos Municipales has certified as the outstanding balance due in real property taxes the amount of \$8,000.00. Breakdown of this debt is enclosed herein.

PROCEEDS AND DISTRIBUTION OF PROCEEDS

The secured creditor, BNS, has consented to the sale of personal and real property as detailed in Lots I, II, III and IV, free and clear of liens, pursuant to the provision 11 U.S.C. § 363(f)(2) upon payment of the dividend amount detailed herein.

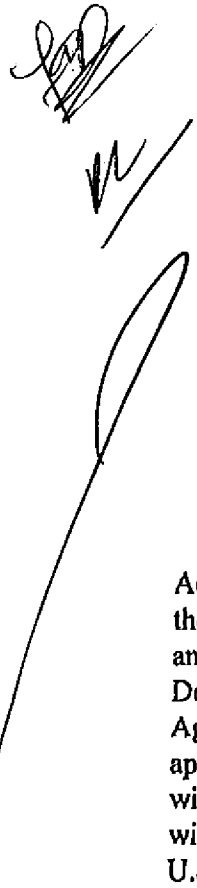
The secured creditor, EDB, has consented to the sale of the real property described in Lots I and II, other than the property leased from ASDA pursuant to Exhibit 1.1, as detailed herein, free and clear of liens, pursuant to the provision 11 U.S.C. § 363(f)(2) upon payment of the dividend amount detailed herein.

Tax liens in favor of CFSE and Treasury will be treated pursuant the provisions of 11 U.S.C. Section 724. These creditors will receive no distribution from the proceeds of the sale since BNS and EDB, holders of allowed claims secured by a consensual lien on property, are senior to said tax liens.

No dividend has been allotted to Corp. de Crédito Agrícola since there is no amount due on account of the mortgage notes recorded. This mortgage note is to be canceled by the trustee at the time of closing of the sales deed with stamps, recording and notarial fees for this cancellation to be paid from the gross proceeds.

Gross proceeds have been fixed and allotted between the estate and the secured and administrative creditors for purposes of completing the sale as follows.

First, all selling and notarial expenses are to be paid as follows:

- 
- a) Internal revenue stamps to be cancelled in connection with the originals of each deed will be paid from the gross proceeds at the time of closing. The estimate therefore, assuming an aggregate sale price of \$11,000,000.00, is approximately \$11,000.00.
 - b) Internal revenue stamps to be cancelled in connection with the first certified copy of each deed will be paid from the proceeds of the sale. The estimate therefore, assuming an aggregate sale price of \$11,000,000.00, is approximately \$5,500.00.
 - c) Internal revenue stamps and vouchers to be cancelled in connection with the filing and recordation of each deed will be paid by the purchasers. The estimate therefor, assuming an aggregate sale price of \$11,000,000.00, is \$56,000.00.
 - d) All notary fees in connection with the foregoing sale will be paid by The Bank of Nova Scotia provided it selects the notary.

Accrued rent payable to the Puerto Rico Ports Authority on account of the lease agreement for the Guanica Harbor facilities, in the approximate amount of \$200,000.00, will be paid in cash and in full from the gross proceeds of the sale. Accrued rent payable to Corporación para el Desarrollo Agrícola de Puerto Rico, which is now Administración Servicios y Desarrollo Agropecuario ("ASDA") & Puerto Rico Department of Agriculture for post-petition rent in the approximate amount of \$75,000.00 on account of the lease agreement for the Coamo facilities will be paid in cash and in full from the gross proceeds of the sale. Any and all pre-petition rent will be paid with all other allowed unsecured claimants at pro-rata subject to the provisions of 11 U.S.C. Section 726. From the gross proceeds on this sale the trustee will pay at the time of closing all real property taxes affecting these properties.

From the gross proceeds and after payment of all notarial expenses and accrued rent, The Bank of Nova Scotia will receive on account of its secured debt no less than \$8,152,000.00 and the Economic Development Bank will receive on account of its secured debt the amount of not less than \$2,000,000.00 plus interest accrued up to payment date. The herein estate will receive a fix amount of 5% of gross proceeds on sale. In the event that a higher value is realized at the public sale, The Bank of Nova Scotia will receive 95% and the bankruptcy estate 5% of any additional proceeds on the sale. The additional dividend payable to The Bank of Nova Scotia, if any is realized, is limited to the full amount of the allowed secured claim and it would only accrue if sale of the assets as a whole or by lots is over \$11,000,000.00 and the EDB, ASDA and the Puerto Rico Ports Authority receive the payments detailed in this distribution.

Trustee's commissions will be paid from the share of the sale proceeds corresponding to the estate and will be computed pursuant to 11 U.S.C. § 326, with allowance of said compensation subject to notice, hearing and Court approval. The bankruptcy estate share of these proceeds will be subject to distribution pursuant the provisions of 11 U.S.C. § 726.

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NOTICE IS HEREBY GIVEN that no other liens or secured creditors have been identified that may encumber the real and personal property subject of this sale. Any purported creditor with a valid and enforceable lien over the assets of this estate shall inform the trustee or object to this sale within the next **TEN (10) DAYS** from the Date of this Notice, in order to have its claim considered within the sale of these assets. Objections will be waived unless properly raised within the time period provided herein.

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NOTICE IS HEREBY GIVEN unless any other creditor or other party in interest files a written objection, with a copy thereof served to the trustee, within **TEN (10) DAYS** from the Date of this Notice, the trustee will conduct the sale contemplated herein and will adjudicate the sale(s) upon the terms herein set forth. Should a timely objection be filed, a hearing on such objection will be scheduled by the Court. Objections will be waived unless properly raised within the time period provided herein.

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PROSPECTIVE BIDDERS AND PARTIES IN INTEREST are strongly encouraged to carefully review this Notice of Sale, together with its exhibits. A full copy of this Notice, together with its exhibits, is available for inspection at the Clerk's Office of the United States Bankruptcy Court for the District of Puerto Rico.

I hereby Certify That: Copy of this notice with all the exhibits imaged in electronic media have been hand delivered to: the United States Trustee's Office, Ochoa Building, 500 Tanca Street, Suite 301, Old San Juan, Puerto Rico; and has been served by First Class certified mail to: Charles A Cuprill (Attorney for Debtor) 356 Fortaleza St. Second Floor San Juan, PR 00901; Cristian Bernaschina, Esq., (Attorney for Krisma PR, Inc.) Centro de Seguros Building Suite 407 701 Ponce de León Ave. San Juan, PR 00907; The Bank of Nova Scotia C/O Mildred Cabán, Esq., Goldman Antonetti & Cordova, P.S.C., P.O. Box 70364 San Juan, PR 00936-8364; The Economic Development Bank, C/O Ramón Coto Ojeda, Esq., P.O. Box 71449 San Juan, PR 00936-8549; ASDA & Puerto Rico Department of Agriculture, C/O Carmen D. Conde Torres, Esq., 254 San José Street 5th Floor Old San Juan PR 00901; Centro de Recaudación Ingresos Municipales, C/O Carmen P. Figueroa, Esq. P.O. Box 195387 San Juan, PR 00919-5387; State Insurance Fund Corporation C/O Wally de la Rosa Vidal, Esq., P.O. Box 365028 San Juan, PR 00936-5028; P.R. Department of Treasury Sección de Quiebras Oficina 424-B P.O. Box 9024140 San Juan, PR 00902-4140; The Secretary of the Treasury of the Commonwealth of Puerto Rico C/O María Mercedes Figueroa y Morgade, Esq. P.O. Box 9020192 San Juan, PR 00902-0192; Omar Cancio Martínez, Esq., Plaza San Francisco 201 De Diego Ave. Suite 211 San Juan PR 00927; Mr. John Ashcroft, Attorney General, US Department of Justice, 10 Constitution Ave., NW, Room 5111, Washington D.C. 20530; Internal Revenue Service, Mercantil Plaza Bldg., Rm. 914, 2 Ponce de León Ave. Stop 27 ½, San Juan, PR 00918-1693. H.S. Garcia, Esq. U.S. Attorney for the District of Puerto Rico at Torre Chardón, Suite 1201 350 Carlos Chardón Street San Juan, PR 00918; Beatriz T.

TRADEMARK

REEL: 006155 FRAME: 0326

Saiz, Esq., Tax Division U.S. Department of Justice P.O. Box 227 Ben Franklin Station, Washington D.C. 20044; Agnes I. Cordero, Esq., at Torre Chardón, Suite 1201 350 Carlos Chardón Street San Juan, PR 00918; Larry S. Smith, District Manager for the United States Department of Agriculture Food Safety & Inspection Service, 100 Alabama Street 1924 Building, Ste 3r90 Atlanta Georgia 30303; The Secretary of the Puerto Rico Ports Authority, C/O Enzo Ramírez, Esq., G.P.O. Box 362829 San Juan, PR 00936 and to Popular Auto C/O Oneida Pérez, Esq. P.O. Box 366818, San Juan PR 00936.

J.P.D.
M/
I further certify that: Copy of this notice, without exhibits, has been served by First Class Mail to all creditors and other parties in interest, as detailed in the enclosed Modified Master Address List (INDUSTRIAS AVICOLAS DE PUERTO RICO MODIFIED MASTER ADDRESS LIST).

I further certify that: Copy of this notice, without exhibits, has been served by First Class Mail to all creditors and other parties in interest, as detailed in the enclosed Master Address List (PROCESADORA DE GRANOS DE PUERTO RICO, INC. MASTER ADDRESS LIST).

I further certify that: Copy of this notice, without exhibits, has been served by First Class Mail to all creditors and other parties in interest, as detailed in the enclosed Master Address List (PROCESADORA DE EMBUTIDOS DE PUERTO RICO, INC. MASTER ADDRESS LIST).

I further certify that copy of this Notice will be posted on the bulletin board at the Bankruptcy Court after it is filed with the Clerk's Office.

I further certify that a Summary providing Information of this Notice of Sale will be sent to the following newspapers for publication: El Nuevo Dia, The San Juan Star and El Vocero after this is filed with the Clerk's Office.

In Guaynabo, Puerto Rico, this 29th day of September of 2004.

W. Lugo Mender
WIGBERTO LUGO MENDER
CHAPTER 7 TRUSTEE
RMB 241
3071 Alejandrino Ave.
Guaynabo, P.R. 00969-7035
Tel.: (787) 708-0333
Fax: (787) 708-0330
wlugo@coqui.net

INDUSTRIAS AVICOLAS DE PUERTO RICO, INC.

CASE NO. 03-01146(SEK)

DISTRIBUTION PROPOSAL

Gross Proceeds on Sale		\$ 11,000,000	
Notarial & Recording Fees	\$ 15,000		
Lease Payments on Facilities			
PR Ports Authority	\$ 200,000		Rent Due for Lease Guanica
ASDA/PR Agriculture Dept.	\$ 75,000		Post-Petition Rent Due - Coamo
Notarial & Lease Payments		\$ 290,000	
Payments to Secured Creditors			
Centro Recaudación Ingresos Municipales	\$ 8,000		In Full Payment of Real Property Taxes
The Bank of Nova Scotia	\$ 8,152,000		In Full Payment of Secured Loan
Economic Development Bank	\$ 2,000,000		In Full Payment of Secured Loan
Dividends to Secured Creditors		\$ 10,160,000	
Balance for the Estate	5.00%	\$ 550,000	
Total Payments from Proceeds		\$ 11,000,000	

TRADEMARK

REEL: 006155 FRAME: 0328

Schedule III

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.
 PTO Form 1470 (Rev. 09/2005)
 OMB No. 0551-0009 (Exp. 02/28/2018)

Trademark/Service Mark Application, Principal Register

Serial Number: 87107513

Filing Date: 07/18/2016

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	87107513
MARK INFORMATION	
*MARK	WTICRS\EXPORT\16\IMAGEOUT 16\871\075\87107513\xml\1\APP0002.JPG
SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	PICU and ¡AHORA MÁS SABROSO!
COLOR MARK	YES
COLOR(S) CLAIMED (If applicable)	The color(s) white, red, yellow and black is/are claimed as a feature of the mark.
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of a whole chicken with a white color body. The tail, legs and crest (top) of the chicken are red color. The edge of the body of the chicken is black. The letters are fill with red color and have yellow and black color on the edge.
PIXEL COUNT ACCEPTABLE	YES
PIXEL COUNT	279 x 318
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Productos Avicolas del Sur, Inc.
*STREET	PMB 251 PO BOX 400
*CITY	Santa Isabel
*COUNTRY	Puerto Rico
*ZIP/POSTAL CODE (Required for U.S. applicants)	00757
PHONE	787-845-3197
FAX	787-845-0220
EMAIL ADDRESS	plazasi2009@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Puerto Rico
GOODS AND/OR SERVICES AND BASIS INFORMATION	

Handwritten marks:
 A large vertical oval on the left side of the page.
 A signature or initials in the top left corner.
 A checkmark or similar mark below the signature.

INTERNATIONAL CLASS	029
*IDENTIFICATION	Poultry; Fresh poultry; Processed poultry
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 00/00/1977
FIRST USE IN COMMERCE DATE	At least as early as 00/00/1977
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT\6\IMAGEOUT 16\87\1\075\87107513\xml\1\ APP0003.JPG
	\\TICRS\EXPORT\6\IMAGEOUT 16\87\1\075\87107513\xml\1\ APP0004.JPG
SPECIMEN DESCRIPTION	WHOLE CHICKEN
ADDITIONAL STATEMENTS SECTION	
DISCLAIMER	No claim is made to the exclusive right to use POLLO; AHORA MÁS SABROSO apart from the mark as shown.
TRANSLATION	The English translation of POLLO; AHORA MÁS SABROSO in the mark is CHICKEN; NOW TASTIER. The wording PICU has no meaning in a foreign language.
MISCELLANEOUS STATEMENT	Productos Avicolas del Sur, Inc. (PAS) acquired POLLO PICU trademarks and all related intellectual property rights thru a Bill of Sales dated as of October 29, 2004 executed between PAS and the designated Bankruptcy Trustee of the case: In Re Industrias Avicolas de Puerto Rico (hereinafter IAPRI), case no. 0301146 (SEK) and others related cases under Chapter 7. IAPRI was the owner of POLLO PICU trademarks. Its ownership was registered in the USPTO under the followings U.S. Registration Numbers: 1935015, 149881 and 1494403. PAS is the actual owner of POLLO PICU trademark.
CORRESPONDENCE INFORMATION	
NAME	Productos Avicolas del Sur, Inc.
FIRM NAME	Productos Avicolas del Sur, Inc.
STREET	PMB 251 PO BOX 400
CITY	Santa Isabel
COUNTRY	Puerto Rico
ZIP/POSTAL CODE	00757
PHONE	787-845-3197
FAX	787-845-0220
EMAIL ADDRESS	plazasi2009@gmail.com;lcdo.echegaray@gmail.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	Regular TEAS
NUMBER OF CLASSES	1
FEE PER CLASS	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325

SIGNATURE INFORMATION	
SIGNATURE	/Fernando Echegaray Daleccio/
SIGNATORY'S NAME	Fernando Echegaray Daleccio
SIGNATORY'S POSITION	President
SIGNATORY'S PHONE NUMBER	787-214-6029
DATE SIGNED	07/18/2016

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Trademark/Service Mark Application, Principal Register

Serial Number: 87107513

Filing Date: 07/18/2016

To the Commissioner for Trademarks:

MARK: PICU and ¡AHORA MÁS SABROSO! (stylized and/or with design, see mark)

The literal element of the mark consists of PICU and ¡AHORA MÁS SABROSO!.

The color(s) white, red, yellow and black is/are claimed as a feature of the mark. The mark consists of a whole chicken with a white color body. The tail, legs and crest (top) of the chicken are red color. The edge of the body of the chicken is black. The letters are fill with red color and have yellow and black color on the edge.

The applicant, Productos Avicolas del Sur, Inc., a corporation of Puerto Rico, having an address of

PMB 251 PO BOX 400

Santa Isabel 00757

Puerto Rico

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 029: Poultry; Fresh poultry; Processed poultry

In International Class 029, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1977, and first used in commerce at least as early as 00/00/1977, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) WHOLE CHICKEN.

Specimen File1

Specimen File2

Disclaimer

No claim is made to the exclusive right to use POLLO; AHORA MÁS SABROSO apart from the mark as shown.

Translation

The English translation of POLLO; AHORA MÁS SABROSO in the mark is CHICKEN; NOW TASTIER. The wording PICU has no meaning in a foreign language.

Miscellaneous Statement

Productos Avicolas del Sur, Inc. (PAS) acquired POLLO PICU trademarks and all related intellectual property rights thru a Bill of Sales dated as of October 29, 2004 executed between PAS and the designated Bankruptcy Trustee of the case: In Re Industrias Avicolas de Puerto Rico (hereinafter IAPRI), case no. 0301146 (SEK) and others related cases under Chapter 7. IAPRI was the owner of POLLO PICU trademarks. Its ownership was registered in the USPTO under the followings U.S. Registration Numbers: 1935015, 149881 and 1494403. PAS is the actual owner of POLLO PICU trademark.

The applicant's current Correspondence Information:

Productos Avicolas del Sur, Inc.

Productos Avicolas del Sur, Inc.

PMB 251 PO BOX 400

Santa Isabel 00757, Puerto Rico

787-845-3197(phone)

787-845-0220(fax)

To: Productos Avicolas del Sur, Inc. (rgtlaw@ymail.com)
Subject: U.S. TRADEMARK APPLICATION NO. 87107513 - PICU AND ¡AHORA MÁS SABROSO! - N/A
Sent: 3/27/2017 10:06:59 AM
Sent As: ECOM102@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

**IMPORTANT NOTICE REGARDING YOUR
U.S. TRADEMARK APPLICATION**

USPTO OFFICE ACTION (OFFICIAL LETTER) HAS ISSUED
ON 3/27/2017 FOR U.S. APPLICATION SERIAL NO.87107513

pad
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Please follow the instructions below:

(1) **TO READ THE LETTER:** Click on this link or go to <http://tsdr.uspto.gov/>, enter the U.S. application serial number, and click on "Documents."

The Office action may not be immediately viewable, to allow for necessary system updates of the application, but will be available within 24 hours of this e-mail notification.

(2) **QUESTIONS:** For questions about the contents of the Office action itself, please contact the assigned trademark examining attorney. For *technical* assistance in accessing or viewing the Office action in the Trademark Status and Document Retrieval (TSDR) system, please e-mail TSDR@uspto.gov.

WARNING

PRIVATE COMPANY SOLICITATIONS REGARDING YOUR APPLICATION: Private companies **not** associated with the USPTO are using information provided in trademark applications to mail or e-mail trademark-related solicitations. These companies often use names that closely resemble the USPTO and their solicitations may look like an official government document. Many solicitations require that you pay "fees."

Please carefully review all correspondence you receive regarding this application to make sure that you are responding to an official document from the USPTO rather than a private company solicitation. All official USPTO correspondence will be mailed only from the "United States Patent and Trademark Office" in Alexandria, VA; or sent by e-mail from the domain "@uspto.gov." For more information on how to handle private company solicitations, see http://www.uspto.gov/trademarks/solicitation_warnings.jsp.

plazasi2009@gmail.com;lcdo.echegaray@gmail.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

FEW
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The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Fernando Echegaray Daleccio/ Date: 07/18/2016

Signatory's Name: Fernando Echegaray Daleccio

Signatory's Position: President

RAM Sale Number: 87107513

RAM Accounting Date: 07/19/2016

Serial Number: 87107513


Internet Transmission Date: Mon Jul 18 16:17:26 EDT 2016

TEAS Stamp: USPTO/BAS-XXX.XXX.XXX.XXX-20160718161726

467630-87107513-550d097f16c2ad312ee8886f

fadb774f252729d06917ed07a1e6df34be56578

-CC-2079-20160718135456459725



PICU

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TRADEMARK
REGISTERED
© 1954





TRADEMARK
REEL: 006155 FRAME: 0336

For
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Schedule IV

To: Productos Avicolas del Sur, Inc. (rgtlaw@ymail.com)
Subject: U.S. TRADEMARK APPLICATION NO. 87107513 - PICU AND ¡AHORA MÁS SABROSO! - N/A
Sent: 3/27/2017 10:06:58 AM
Sent As: ECOM102@USPTO.GOV
Attachments: [Attachment - 1](#)
[Attachment - 2](#)

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION

U.S. APPLICATION SERIAL NO. 87107513

MARK: PICU AND ¡AHORA MÁS SABROSO!

87107513

CORRESPONDENT ADDRESS:

Raul Gonzalez-Toro

RAUL GONZALEZ TORO LAW OFFICES, LLC

PO Box 270343

Popular Center, Suite 1028

San Juan, PR, 00928

GENERAL TRADEMARK INFORMATION:

<http://www.uspto.gov/trademarks/index.jsp>

[VIEW YOUR APPLICATION FILE](#)

APPLICANT: Productos Avicolas del Sur, Inc.

CORRESPONDENT'S REFERENCE/DOCKET NO :

N/A

CORRESPONDENT E-MAIL ADDRESS:

rgtlaw@ymail.com

SUSPENSION NOTICE: NO RESPONSE NEEDED

ISSUE/MAILING DATE: 3/27/2017

The trademark examining attorney is suspending action on the application for the reason(s) stated below. See 37 C.F.R. §2.67; TMEP §§716 *et seq.*

The effective filing date of the pending application(s) identified below precedes the filing date of applicant's application. If the mark in the referenced application(s) registers, applicant's mark may be refused registration under Section 2(d) because of a likelihood of confusion with that registered mark(s). See 15 U.S.C. §1052(d); 37 C.F.R. §2.83; TMEP §§1208 *et seq.* Therefore, action on this application is suspended until the earlier-filed referenced application(s) is either registered or abandoned. 37 C.F.R. §2.83(c). A copy of information relevant to this referenced application(s) is attached.

- Application Serial No(s). 87016615.

PENDING CIVIL PROCEEDING(S): The pending civil proceeding(s) below pertains to (1) a registered mark that conflicts with applicant's

**TRADEMARK
REEL: 006155 FRAME: 0338**

mark under Trademark Act Section 2(d), (2) a mark in a pending application(s) that could conflict with applicant's mark under Section 2(d) if it registers, and/or (3) the registrability of applicant's mark. See 15 U.S.C. §1052; 37 C.F.R. §2.83; TMEP §§716.02(a), (c)-(d), 1208 *et seq.* Because the civil proceeding(s) pertains to an issue that could directly affect whether applicant's mark can be registered, action on this application is suspended pending termination of the civil proceeding(s). See 37 C.F.R. §2.67; TMEP §§716.02(a), (c)-(d).

- Opposition No(s). 91230475 and 91230493.

The USPTO will periodically conduct a status check of the application to determine whether suspension remains appropriate, and the trademark examining attorney will issue as needed an inquiry letter to applicant regarding the status of the matter on which suspension is based. TMEP §§716.04, 716.05. Applicant will be notified when suspension is no longer appropriate. See TMEP §716.04.

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No response to this notice is necessary; however, if applicant wants to respond, applicant should use the "Response to Suspension Inquiry or Letter of Suspension" form online at <http://teasroa.uspto.gov/rsi/rsi>.

AC
It should be noted that all remaining requirements have been accepted and entered into the record.

[Signature]
/Howard Smiga/
Examining Attorney
Law Office 102
571-272-9220
Howard.Smiga@uspto.gov

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the Trademark Assistance Center by e-mail at TrademarkAssistanceCenter@uspto.gov or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS: Use the Trademark Electronic Application System (TEAS) form at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.

Print: Mar 27, 2017

87016615

DESIGN MARK

Serial Number

87016615

Status

OPPOSITION PENDING

Word Mark

POLLO PICU

Standard Character Mark

Yes

Type of Mark

TRADEMARK

Register

PRINCIPAL

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Owner

TO RICOS LTD CORPORATION PUERTO RICO 14 St KM 48 Asomante Aibonito PR
00705 14 St KM 48 Asomante Aibonito PR 00705 Aibonito PUERTO RICO
00705

Goods/Services

Class Status -- ACTIVE. IC 029. US 046. G & S: Poultry.

Disclaimer Statement

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "POLLO" APART FROM THE
MARK AS SHOWN.

Translation Statement

The English translation of "POLLO" in the mark is "CHICKEN". The
wording "PICU" has no meaning in a foreign language.

Filing Date

2016/04/27

Examining Attorney

CORDOVA, RAUL

Attorney of Record

Kay L. Collins

POLLO PICU

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