

04-18-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): NORTH AMERICAN TOBACCO IMPORT COMPANY 4-3-02 Individual(s) Association General Partnership Limited Partnership Corporation-State FLORIDA Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: VIBO CORPORATION Internal Address: Street Address: 2980 NW 108TH AVENUE City: MIAMI State: FL Zip: 33178-2141 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 01/29/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78039598 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark E. Stein, Esq. Internal Address: Lott & Friedland, P.A. Street Address: P.O. Box 141098 City: Coral Gables State: FL Zip: 33114-1098

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 122155

DO NOT USE THIS SPACE

9. Signature. Mark E. Stein Name of Person Signing Signature Date APR 21 2002

Total number of pages including cover sheet, attachments, and document: 05

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002486 FRAME: 0489

ASSIGNMENT OF TRADEMARK AND APPLICATION TO REGISTER
FEDERAL TRADEMARK

This Assignment is entered into as of January 25, 2002 (hereinafter "Effective Date") between NORTH AMERICAN TOBACCO IMPORT COMPANY, also known as North American Tobacco Importers Co. (collectively hereinafter "NORTH AMERICAN"), a Florida Corporation, having its principal place of business at 300 South Pine Island Road, Suite 258, Plantation, Florida 33125, and ROBERT J. GIELCHINSKY, individually and as President of NORTH AMERICAN TOBACCO IMPORT COMPANY (hereinafter collectively "ASSIGNOR") and VIBO CORPORATION, a Florida Corporation, having its principal place of business at 10807 N.W. 29th Street, Miami, Florida 33172 (hereinafter "ASSIGNEE")

1. WHEREAS, ASSIGNOR has adopted, used and is using the trademark **BRONCO** and has filed an application to register the trademark BRONCO with the United States Patent Office, Serial Number: 78039598, Filing Date: December 17, 2000 (collectively hereinafter the "MARK");

2. WHEREAS, ASSIGNOR desires and agrees to irrevocably assign to ASSIGNEE all of ASSIGNOR'S worldwide rights, title, and interest, in the MARK, in the trademark application for the MARK, all goodwill associated with, connected to, or symbolized by the MARK, and any logos or artwork incorporating the MARK;

3. WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S worldwide rights, title, and interest in the MARK, in the trademark application for the MARK, all goodwill associated with, connected to, or symbolized by the MARK, and any logos or artwork incorporating the MARK;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

II. ASSIGNMENT

4. ASSIGNOR hereby irrevocably assigns to ASSIGNEE, its legal representatives, successors, and assigns, all rights, title, and interest of every kind and character throughout the world, in and to the MARK and the application to register the MARK, including, without limitation, all federal, state, foreign, statutory and/or common law and other rights; all domestic and/or foreign trademark applications and registrations incorporating the MARK, or incorporating any trademarks, terms or words likely to cause confusion with the MARK, or the term "BRONCO"; the right to apply for any domestic and/or foreign trademarks incorporating the MARK, or incorporating any trademarks, terms or words likely to cause confusion with the MARK, or the term "BRONCO"; all goodwill associated with, symbolized by, or connected with the MARK and the portions of the business of the ASSIGNOR to which the MARK pertains; all causes of action, rights to causes of actions and remedies related to or arising from the MARK, including, without limitation, the rights to sue for past, present, or future infringement,

misappropriation, or violation of any rights associated with the adoption and/or use of the MARK and/or any mark that is likely to cause confusion with the MARK; and any other remaining rights and interests arising out of, in connection with, or in relation to the MARK.

III. REPRESENTATIONS & WARRANTIES

5. ASSIGNOR represents and warrants to ASSIGNEE:
- (a) ASSIGNOR is not aware of any other individual or entity other than Thomas J. O'Connell and/or Sun Trading International of Fla., Inc., that has, may have, or claims to have any interest in or title to the MARK or the application to register the MARK;
 - (b) ASSIGNOR has the full and complete legal right, power and authority to make this Assignment;
 - (c) ASSIGNOR is the exclusive owner of all right, title and interest, including, without limitation, all intellectual property rights, moral rights, and goodwill in, associated with, symbolized by, or connected with the MARK and the application to register the MARK;
 - (d) Except as set forth in paragraph 5(a), the MARK and the application to register the MARK are free from any liens, security interests, encumbrances, licenses, or other claims;
 - (e) Except as set forth in paragraph 5(a), the MARK and the application to register the MARK do not infringe any rights of any person and/or entity in the United States and/or any foreign jurisdiction;
 - (f) Except as set forth in paragraph 5(a), there are no claims, pending or threatened, worldwide, with respect to ASSIGNOR's rights in the MARK or in the Application to register the MARK;
 - (g) ASSIGNOR is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.
 - (h) ASSIGNOR shall not any time after the Effective Date of this assignment, file any domestic and/or foreign trademark applications; shall not secure any trademarks through application, registration, assignment or otherwise, that include the MARK, any trademark likely to cause confusion with the MARK, or the term "BRONCO";
 - (i) ASSIGNOR shall not institute proceedings to cancel or challenge the MARK, or to challenge any application and/or registration of the MARK

or the application to register the MARK in the United States or any foreign jurisdiction;

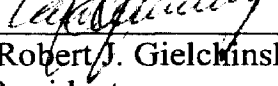
- (j) ASSIGNOR, at its own expense shall indemnify, defend and hold harmless ASSIGNEE from any and all promises, causes of actions, claims and demands, whatsoever in law or in equity, that ASSIGNOR knows or should know of as of the Effective Date of this assignment that arise from the MARK;
- (k) ASSIGNOR shall execute and deliver to ASSIGNEE, all papers, instruments, and any other papers as may be reasonably requested by ASSIGNEE to vest all of ASSIGNOR'S rights, title, and interest in and to MARK and in the application to register the MARK in the ASSIGNEE.

6. ASSIGNOR requests the Commissioner of Patents & Trademarks to issue the Certificate of Registration to ASSIGNEE, VIBO CORPORATION.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their duly authorized representatives as of EFFECTIVE DATE.

NORTH AMERICAN TOBACCO
IMPORT COMPANY and ROBERT J.
GIELCHINSKY

Date: 1/29/2002

By: 
Name: Robert J. Gielchinsky
Title: President

VIBO CORPORATION

Date: _____

By: _____
Name:
Title:

STATE OF FLORIDA }
 }SS

Assignment of BRONCO Trademark
North American and Geilchinsky to Vibo
January 24, 2002

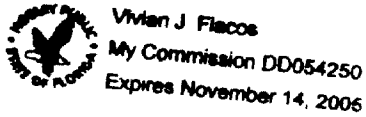
COUNTY OF DADE }

SWORN TO AND SUBSCRIBED before me this 29th day of January 2002,
personally appeared before me, ROBERT J. GEILCHINSKY who is known to me or
produced as identification and who did or did not take an oath.

Vivian J. Flacos
NOTARY PUBLIC

Print Name:

Commission No.:
My commission expires:



File No.: 22026-5010