

04-18-2002



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

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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): SUN TRADING HOLDINGS, INC. 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: 33122-2147 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: 3/1/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2217906 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 1, 2002

Total number of pages including cover sheet, attachments, and document: 04

04/17/2002 DBYRNE 00000081 2217906 01 FC:481 40.00 DP

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

TRADEMARK REEL: 002486 FRAME: 0518

**ASSIGNMENT OF TRADEMARK AND FEDERAL TRADEMARK
REGISTRATION**

This Assignment is entered into as of January 25, 2002 (hereinafter the "Effective Date") between SUN TRADING HOLDINGS, INC., also known as Sun Trading, Sun Trading Holdings Inc., and/or Sun Trading Holdings (collectively hereinafter "SUN TRADING"), a Florida Corporation, having its principal place of business at 1674 N.W. 17th Avenue, Miami, Florida 33125, (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").

RECITALS

1. WHEREAS, ASSIGNOR has adopted, and is the owner of the mark **VAQUERO**, pursuant to that certain Assignment of Trademark Vaquero, dated October 10, 2001, by and between Assignor and Beartach Ventures Inc., a Florida corporation; and whereas **VAQUERO** was registered with the United States Patent and Trademark Office, Registration Number: 2217906, Registration Date: January 12, 1999; and whereas also pursuant to that certain Assignment of Trademark Vaquero, dated October 10, 2001, by and between Assignor and Beartach Ventures Inc., a Florida corporation, ASSIGNOR acquired certain rights in and to the word **VAQUERO** that is part of the trademark **VAQUERO SNAKE RIVER CIGAR COMPANY** Registration Number: 2213486, Registration Date: December 22, 1998 (collectively hereinafter the "MARKS"), which trademark was cancelled by registrant on or about October 10, 2001; (Copies of the assignment and the cancellation are attached hereto as composite Exhibit A and incorporated herein by reference);

2. WHEREAS, ASSIGNOR desires and agrees to irrevocably assign to ASSIGNEE all of ASSIGNOR'S worldwide rights, titles, and interests, in the MARKS, in the trademark registrations of the MARKS, all goodwill associated with, connected to, or symbolized by the MARKS, and any logos or artwork incorporating the MARKS;

3. WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S worldwide rights, titles, and interests in the MARKS, in the trademark registrations of the MARKS, all goodwill associated with, connected to, or symbolized by the MARKS, and any logos or artwork incorporating the MARKS,

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

ASSIGNMENT

4. ASSIGNOR hereby irrevocably assigns to ASSIGNEE, its legal representatives, successors, and assigns, all rights, titles, and interests of every kind and character throughout the world, in and to the MARKS and the trademark registrations of the MARKS, 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 MARKS, or incorporating any trademarks, terms or words likely to cause confusion with the MARKS, or incorporating the term "VAQUERO"; the right to apply for any domestic and/or foreign trademarks incorporating the MARKS, or incorporating any trademarks, terms or words likely to cause confusion with the MARKS, or incorporating the term "VAQUERO"; all goodwill associated with, symbolized by, or connected with the MARKS and the portions of the business of the ASSIGNOR to which the MARKS pertains; all causes of action, rights to causes of actions and remedies related to or arising from the MARKS, and/or from the trademark registrations of the MARKS, including, without limitation, the rights to sue for past, present, or future infringement, misappropriation, or violation of any rights associated with the registrations, applications to register, adoption and/or use of the MARKS and/or any mark that is likely to cause confusion with the MARKS; and any other remaining rights and interests arising out of, in connection with, or in relation to the MARKS.

REPRESENTATIONS & WARRANTIES

5. ASSIGNOR represents and warrants to ASSIGNEE:
- (a) ASSIGNOR has the full and complete legal right, power and authority to make this Assignment;
 - (b) ASSIGNOR is the exclusive owner of all rights, titles, and interest, including, without limitation, all intellectual property rights, moral rights, and goodwill in, associated with, symbolized by, or connected with the MARKS, and the trademark registrations of the MARKS;
 - (c) The MARKS and the trademark registrations of the MARKS are free from any liens, security interests, encumbrances, licenses, or other claims;
 - (d) The MARKS and the trademark registrations for the MARKS do not infringe any rights of any person and/or entity in the United States and/or any foreign jurisdiction;
 - (e) There are no claims, pending or threatened, worldwide, with respect to ASSIGNOR'S rights in the MARKS or the trademark registrations for the MARKS;
 - (f) ASSIGNOR is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment;
 - (g) ASSIGNOR shall not, at any time after the Effective Date of this Assignment, file any domestic and/or foreign trademark applications and/or secure any trademarks through application, registration, assignment or otherwise, that include the MARKS, any trademark likely to cause confusion with the MARKS, or that include the term "VAQUERO";

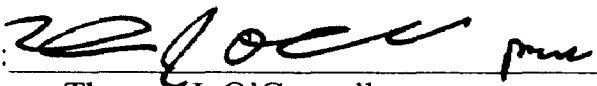
(h) ASSIGNOR shall not institute proceedings to cancel or challenge the MARKS, or to challenge the trademark registrations of the MARKS, in the United States or any foreign jurisdiction;

(i) 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, titles, and interests in and to the MARKS and in the trademark registrations for the MARKS in the ASSIGNEE;

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by his duly authorized representative as of the Effective Date.

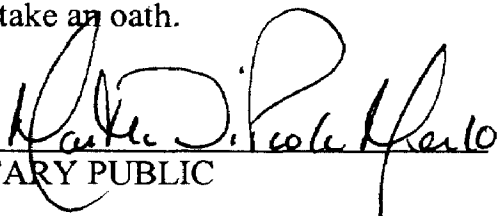
SUN TRADING HOLDINGS, INC.

Date: MARCH 1, 2002

By: 
Name: Thomas J. O'Connell
Title: President of Sun Trading Holdings, Inc.

STATE OF FLORIDA }
 }SS
COUNTY OF DADE }

SWORN TO AND SUBSCRIBED before me this First day of March 2002, personally appeared before me, THOMAS J. O'CONNELL, who is known to me or produced as identification and who did or did not take an oath.


NOTARY PUBLIC

Print Name: _____
 MARTHA DIPAOLO MERLO
 NOTARY PUBLIC - STATE OF FLORIDA
Commission No.: _____
 COMMISSION # CC924959
 EXPIRES 4/4/2004
 BONDED THRU ASA 1-888-NOTARY

My commission expires: _____

File No.: 22026-5010