

02-25-2004

To the Honorable Co
Please record the



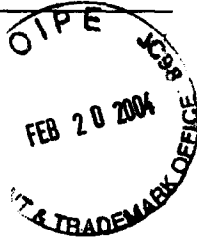
ademarks:
reof.

50988-010

102676963

1. Name of Party(ies) conveying an interest:

Khawam Marketing Group SARL
Allenby Street Khawam Building
Beirut
Lebanon



Name: Laziza Holding Company
Street Address: Khawam Building, Allenby Street
City: Beirut
State/Zip Code: Lebanon

Entity:
 Individual(s) Association
 General Partnership Limited Partnership

Corporation-Country - Lebanon

Other

Citizenship

Entity: 2.20.04
 Individual(s) Association

General Partnership Limited Partnership

Corporation-Country - Lebanon

Other

Additional name(s) of conveying party(ies) attached:

yes no

3. Description of the interest conveyed:

Assignment Change of Name Other

Security Agreement Merger

Date of execution of attached document January 31, 2002

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:

yes no

4. Application number(s) or registration number(s). Additional sheet attached? yes no

A. Trademark Application No.(s)

75/921,158

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Y. Kim, Esq.
FIRM: McDermott, Will & Emery
Address: 600 13th Street, N.W.
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 1

7. The \$_____ filing fee is enclosed.

8. Please charge the \$ 40.00 filing fee to Deposit Account No. 500417. (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 500417.

DO NOT USE THIS SPACE

10. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Y. Kim
Name of Person Signing

Signature

February 20, 2004
Date

Total number of pages comprising coversheet: 1

02/24/2004 LMUELLER 00000239 500417 75921158

01 FC:8521 40.00 DA

WDC99-882309-1.070049.0011

THIS AGREEMENT IS ENTERED INTO BETWEEN:

- 1- **Khawam Marketing Group SARL**, a limited liability company duly organized and validly existing under the laws of the Republic of Lebanon, registered with the Commercial Registry of Beirut under the number 74193 having its registered office in Khawam Building, Allenby St. Beirut, Lebanon and duly represented by its Chairman - General Manager Mr. Georges Khawam (hereinafter referred to as "**KMG**"),
- 2- **Laziza Holding Company SAL**, a holding company duly organized and validly existing under the laws of the Republic of Lebanon, registered with the Commercial Registry of Beirut under the number 1191 and having its registered office on the 2nd floor of Khawam Building on Allenby St., Beirut, Lebanon and duly represented by its Chairman - General Manager Mr. Georges Khawam (hereinafter referred to as "**Laziza Holding**" or the "**Buyer**").

WHEREAS:

- (A) KMG owns, free and clear of any encumbrance, Intellectual Property relating to the Laziza Brand as defined below (the "**IP Rights**");
- (B) KMG wishes to transfer the IP Rights to the Buyer or any entity designated by it;
- (C) The Buyer wishes to acquire the IP Rights in accordance with the terms and subject to the conditions of this Agreement;

NOW THEREFORE, IT IS AGREED THAT:

The preamble above shall constitute an integral part of this Agreement.

I. INTERPRETATION

In this Agreement,

"**Intellectual Property**" copyrights, trademarks, trade secrets, know-how and all agreements, contracts, licenses, sublicenses, assignments and indemnities which pertain to the foregoing;

"**Laziza Brand**" means the visual and oral combination of the word "Laziza", its symbol and design as used to denominate and identify Laziza beer products and distinguish them from others;

II. TRANSFER

KMG hereby completely and irrevocably assigns, transfers and conveys to the Buyer the IP Rights owned by it in all countries where such IP Rights exist, including those IP Rights listed in Exhibit A attached to this Agreement, together with the goodwill of the business symbolized by and that portion of the business which is ongoing and existing to which the IP Rights pertain, any applications and registrations thereof, any renewal rights therein, any revival or reinstatement rights therein, and the exclusive right to enforce the assigned IP Rights in all countries where such IP Rights exist. The Buyer shall (i) register this Agreement and proceed to the implementation of the transfer of the IP Rights with any and all local or foreign governmental bodies or entities with whom such registration is required or desirable, (ii) bear all costs relating to the transfer of the IP Rights. Consideration shall be dealt with in a separate agreement to be entered into by the parties.

III. IRREVOCABLE WAIVER

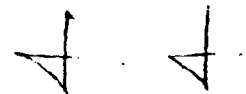
KMG hereby fully and irrevocably waives any ownership or other claims to the IP Rights and discharges the Buyer and any of its affiliates from any and all claims or indemnities that it may have, present or future, action or actions, causes or causes of action, suits, debts, liens, contracts, agreements, liability, claims, demands, losses, costs or expenses, arising of any nature whatsoever from the IP Rights.

IV. ASSISTANCE OF KMG

KMG hereby irrevocably undertakes to provide the Buyer or any entity designated by it with any and all assistance that the latter may request or that would be deemed useful to the prompt and satisfactory transfer of the IP Rights to the Buyer or any entity designated by it worldwide (the "Transfer Process"), such assistance to include but not be restricted to (i) the provision of any and all information and documentary evidence regarding the Transfer Process, (ii) the provision of all relevant contact details of persons that may aid in the Transfer Process and (iii) acting as an interface with such persons, should this be deemed more beneficial to the realization of the Buyer's best interests.

V. COUNTERPARTS

This Agreement shall be executed in one original copy to be kept with the Buyer's legal counsel.



VI. SEVERABILITY

The provisions contained in each article of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

VII. COSTS

All expenses relating to this Agreement, its registration, publication, stamp duties and Notary Public fees shall be borne by the Buyer.

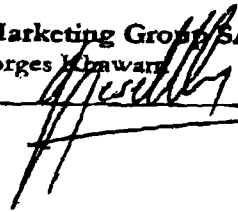
VIII. FURTHER ASSURANCES

Each party hereto agrees, upon the request of any other party hereto, to take all such actions and execute and deliver all such documents under the law of any jurisdiction as the other party may reasonably request in order to consummate more effectively the transactions contemplated herein, including without limitation, with respect to the obligations hereunder.

IN WITNESS WHEREOF, KMG and the Buyer have caused this Agreement to be duly executed as of January 31, 2002.

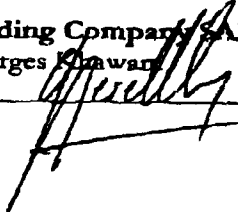
Khawam Marketing Group SARL

By: Mr. Georges Khawam

Signature: 

Laziza Holding Company SAL

By: Mr. Georges Khawam

Signature: 

02/01/02/Laziza/710-2002/01/02/01

EXHIBIT A

U.S. Application No. 75/921,158
Mark: Laziza



FILED IN THE OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS