

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New World Brands, Inc.		09/13/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	International Importers, Inc.		
Street Address:	2019 SW 20th Street Suite 109		
Internal Address:	Attn: Selvin Passen		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33315		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78543765	VINART ESTATE	
CORRESPONDENCE DATA			
Fax Number:	(305)328-7951		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305-460-1262		
Email:	jrosen@adorno.com		
Correspondent Name:	Adorno & Yoss		
Address Line 1:	2525 Ponce de Leon Blvd. Suite 400		
Address Line 2:	Attn: Jay M. Rosen, Esquire		
Address Line 4:	Coral Gables, FLORIDA 33134		
ATTORNEY DOCKET NUMBER:	214527-0003		
NAME OF SUBMITTER:	Selvin Passen		
Signature:	/Selvin Passen/		

OP \$40.00 78543765

Date:

09/25/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of the 15th day of September, 2006, by and between **New World Brands, Inc.**, a Delaware corporation ("Assignor"), and **International Importers, Inc.**, a Florida corporation ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in the trademark "Vinart Estate" Serial No. 78543765, filed January 7, 2005 (the "Trademark");

WHEREAS, Assignor desires to sell and Assignee desires to purchase all rights, title and interest as Assignor may possess in and to the Trademark throughout the world.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

a. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademark throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the Trademark is used, together with the goodwill of the business symbolized by the Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee absolutely.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this Assignment, and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. Miscellaneous. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Florida and the United States of America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has executed and Assignee has acknowledged this Assignment as of the date first set forth above.

NEW WORLD BRANDS, INC.

By: Selvin Passen, D
Name: SELVIN PASSEN, M.D.
Title: CHAIRMAN

State of Maryland)
County of Baltimore) SS:

The foregoing instrument was acknowledged before me this 13 day of September, 2006, by Selvin Passen, M.D., as Chairman on behalf of New World Brands, Inc., a Delaware corporation. He is personally known to me or who has produced _____ as identification.



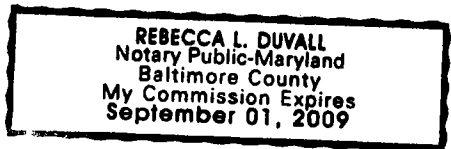
Rebecca L. Duvall
Notary Public
Name: Rebecca L. Duvall
Commission Number: N/A
My Commission Expires: 9-1-09

INTERNATIONAL IMPORTERS, INC.

By: Selvin Passen, D
Name: SELVIN PASSEN, M.D.
Title: CHAIRMAN

State of Maryland)
County of Baltimore) SS:

The foregoing instrument was acknowledged before me this 13 day of September, 2006, by Selvin Passen, M.D., as Chairman on behalf of International Importers, Inc., a Florida corporation. He is personally known to me or who has produced _____ as identification.



Rebecca L. Duvall
Notary Public
Name: Rebecca L. Duvall
Commission Number: NA
My Commission Expires: 9-1-09