

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	To correct an error made in a previously recorded document at R/F 4110/0049 that erroneously affects the identified registration. Ownership of the mark never changed and any assignment recorded against the registration was erroneous.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empresa Cubana Exportadora Del Caribe, d/b/a Caribex		02/22/2010	CORPORATION: CUBA

RECEIVING PARTY DATA

Name:	Empresa Cubana Exportadora Del Caribe, d/b/a Caribex
Doing Business As:	DBA Caribex
Street Address:	Aparthotel Las Brisas
Internal Address:	Apto. 3B 31-32
City:	Havana
State/Country:	CUBA
Entity Type:	CORPORATION: CUBA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2091185	FRESKITO

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 969-3000
 Email: trademark@proskauer.com
 Correspondent Name: Jenifer deWolf Paine
 Address Line 1: Proskauer Rose LLP
 Address Line 2: 1585 Broadway
 Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 21684-001

DOMESTIC REPRESENTATIVE

900155531

**TRADEMARK
 REEL: 004155 FRAME: 0521**

CH \$40.00 2091185

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	02/24/2010

Total Attachments: 29

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TRANSLATION

Declaration of _____ Under TMEP § 503.06(c)

1. I am the General Manager of Empresa Cubana Exportadora Del Caribe, d/b/a Caribex ("Caribex"), which has a place of business at Aparthotel Las Brisas, Apto. 3B 31-32, Havana, Cuba. I have authority to speak for that entity on the topics covered in this Declaration. All statements made herein of my own knowledge are true. Statements made in this declaration concerning legal proceedings in the United States are upon information provided by United States counsel and are believed to be true.

2. Caribex is the owner of U.S. Trademark Reg. No. 2,091,185 for the mark FRESKITO (the "Caribex Mark"). Caribex filed the application for the Caribex Mark August 30, 1996, and at no time thereafter has Caribex assigned its rights to the Caribex Mark to any party.

3. On December 8, 2009, an "Assignment Cover Sheet" with an accompanying document was filed, purporting to transfer the Caribex Mark to Mr. Nilo Jerez of Coral Gables, Florida ("Jerez"). This recorded document was submitted with erroneous information, as detailed below.

4. The accompanying document was an *ex parte* Writ of Attachment on Judgment ("Writ") that Jerez obtained from the Clerk of the United States District Court for the District of Columbia without Court order, in violation of United States law.

5. Jerez then purported to execute the Writ of Attachment against the Caribex Mark by recording the Writ under Reel/Frame Number 4110/0049.

6. By recording the Writ, Jerez sought to seek satisfaction of a default judgment issued by a Florida state court (the Eleventh Judicial Circuit In and For Miami-Dade County, Florida) against the Republic of Cuba on January 30, 2007, Case No. 05-18719 CA9 ("State Default Judgment"). On May 6, 2009, the United States District Court for the Southern District of Florida, in Case No. 08-23405, issued a judgment upon default giving "full faith and credit" to the State Default Judgment ("Federal Florida Default Judgment"). Jerez registered the "full faith and credit" default judgment in the United States District Court for the District of Columbia on September 1, 2009 pursuant to 28 U.S.C. § 1963 ("Registered Judgment"), with docket number 09-00466. On October 2, 2009, Jerez obtained from the Clerk of this Court the Writ in satisfaction of the Registered Judgment.

7. Caribex was not named in the State Default Judgment, the Federal Florida Default Judgment, or the Registered Judgment (hereafter sometimes collectively "Judgments") Caribex was not a party to the lawsuits and proceedings resulting in said Judgments, did not participate with any those lawsuits or proceedings, and was not given any notice of those lawsuits and proceedings.

8. No court has ever authorized execution upon Caribex's property, including the Caribex Mark, to satisfy the Judgments. No court has ever determined or held Caribex liable for the Judgments.

9. On November 19, 2009, Caribex filed a motion in the United States District Court for the District of Columbia, Case No. 09-mc-00466, to vacate the Writ as invalid and contrary to law. On December 21, 2009, Jerez filed papers in opposition to that motion to vacate. Caribex's reply papers will be filed shortly. The Court has not yet decided Caribex's motion to vacate the Writ.

10. Jerez' purported execution by recording the Writ under an Assignment Cover Sheet, purporting to show an assignment of Caribex Mark to Jerez, was improper, unlawful, and of no effect for multiple reasons, including without limitation:

(a) Caribex was not named in the State Default Judgment, the Federal Florida Default Judgment or the Registered Judgment, was not a party to the lawsuits and proceedings resulting in said Judgments, did not participate in any of those lawsuits or proceedings, and was not given any notice of those lawsuits and proceedings.

(b) The United States Department of Treasury's Cuban Assets Control Regulations ("CACR"), 31 C.F.R. §§ 515.201, 515.203, 515.310, prohibit execution upon property, including specifically trademark registrations, in which Cuba or a Cuban national has an interest, unless execution is specifically licensed by the Treasury Department's Office of Foreign Assets Control ("OFAC"). Caribex is a Cuban national, and therefore this prohibition applies to its trademarks. OFAC has not issued a license authorizing the Writ, execution on the Caribex Mark or any other Caribex property, or execution in satisfaction of Jerez's Judgments. Under the CACR, the Writ, and any purported execution thereon, including the Assignment Cover Sheet, are therefore "null and void, and shall not be the basis for the assertion or recognition of any interest in or right, remedy, power or privilege with respect to" the Caribex Mark or Caribex's other property. 31 C.F.R. § 515.203.

(c) In the Writ, Jerez asserts that Caribex is an "agency or instrumentality" of the Republic of Cuba, and Jerez, by the Writ, seeks to satisfy a judgment against the Republic of Cuba. For both reasons, the Foreign Sovereign Immunities Act ("FSIA"), 28 U.S.C. § 1602, et. seq. applies to the Writ and the instant Assignment Cover Sheet. The FSIA expressly prohibits any attachment or execution of the property of a foreign state or an agency or instrumentality of a foreign state unless a judge of a court has ordered such attachment or execution. 28 U.S. C. § 1610 (c). No judge of a court has ordered the Writ or execution upon the property of Caribex or any other property in satisfaction of the Judgments. Rather, the Writ, contrary to the FSIA, was issued by the Clerk of the Court without judicial order. The Writ and the Assignment Cover Sheet are therefore invalid and no effect.

(d) Under the Foreign Sovereign Immunities Act, the property of a foreign state and of an agency or instrumentality of a foreign state are immune from attachment and execution unless a statutory exception to immunity applies. FSIA, 28 U.S.C. § 1609. None of the statutory exceptions to this immunity applies. No court has found that any of the exceptions apply, and no court has made the findings necessary for any of the exceptions to apply.

(e) The Florida state court (the Eleventh Judicial Circuit In and For Miami-Dade County, Florida) lacked personal and subject matter jurisdiction over Jerez's action against the Republic of Cuba. The exclusive source of such jurisdiction is the Foreign Sovereign Immunities Act. The Florida state court did not even reference the FSIA in its judgment, and did not make the findings required for there to be jurisdiction under the FSIA. There was no legal basis for jurisdiction under the FSIA, including, inter alia, because Jerez admittedly was not a citizen of the United States at the time of the acts sued upon.

(f) As applied to the Caribex Mark, the Writ and the Assignment Cover Sheet are contrary to the United States' obligations under the General Inter-American Convention for Trade Mark and Commercial Protection (the "IAC"), 46 Stat. 2907 (1930) and the Agreement on Trade-Related Aspects of Intellectual Property Rights ("TRIPS"), 33 I.L.M. 81 (1994).

11. Caribex remains the true and correct owner of the Caribex Mark. The chain of title for the Caribex Mark should not be considered altered by the incorrect "Assignment" recorded. Caribex has been and continues to be the owner of the Caribex Mark.

12. United States counsel for Caribex in this matter has contacted counsel for Jerez, William John McKeague, and asked him to file corrective documents. Mr. McKeague refused.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on February 22, 2010.

Esther María Alejo Alayón

[NAME]

General Manager of Empresa Cubana Exportadora Del Caribe

The LanguageWorks, Inc.
1123 Broadway
New York, NY 10010
Tel. 212 447 6060
Fax 212 447 6257

LanguageWorks

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS

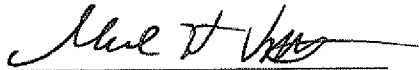
CERTIFICATION

This is to certify that the accompanying, to the best of my knowledge and belief, is a true and accurate translation from Spanish to English of *Declaration of Esther María Alejo Alayón under TMEP § 503.06(c)*, completed on February 24, 2010.



Christine Muller
Vice President
The LanguageWorks, Inc.

Sworn to and subscribed before me
This 24th day of February 2010



Notary Public
MARCEL HENRIQUE VOTLUCKA
Notary Public, State of New York
No. 01VO6154182
Certificate Filed in New York County
Qualified in Kings County
Commission Expires October 23, 2010

Declaración de _____ según TMEP § 503.06(c)

1. Soy Directora General de Empresa Cubana Exportadora del Caribe, que opera bajo el nombre comercial de Caribex (“Caribex”), cuyo domicilio comercial es Aparthotel Las Brisas, Apto. 3B 31-32, La Habana, Cuba. Poseo la facultad de representar a dicha persona jurídica en los temas que se cubren en esta declaración. A mi entender, todas las declaraciones que contiene el presente documento son verídicas. Las afirmaciones presentes en esta declaración que guardan relación con procesos legales en los Estados Unidos se basan en información suministrada por nuestros abogados de Estados Unidos y se consideran verídicas.

2. Caribex es el propietario del Reg. de Marca N° 2.091.185 de los Estados Unidos para la marca FRESKITO (la “Marca Caribex”). Caribex presentó la solicitud para la Marca Caribex el 30 de agosto de 1996, y de allí en adelante, en ningún momento ha cedido Caribex a parte alguna sus derechos a la Marca Caribex.

3. El 8 de diciembre de 2009, se presentó una “Assignment Cover Sheet” con un documento adjunto, la que pretendía transferir la Marca Caribex al Sr. Nilo Jerez de Coral Gables, Florida (“Jerez”). Este documento público se presentó con información errónea, como se detalla a continuación.

4. El documento adjunto era un Mandamiento de ejecución judicial *ex parte* (“Mandamiento”) que Jerez obtuvo del Secretario del Tribunal de Distrito de los Estados Unidos para el Distrito de Columbia sin una orden judicial, lo que infringe las leyes de Estados Unidos.

5. Jerez entonces pretendía ejecutar el Mandamiento de ejecución judicial contra la Marca Caribex mediante el registro del Mandamiento, según el Rollo / Imagen Número 4110/0049.

6. Al hacer público el Mandamiento, Jerez pretendía conseguir el cumplimiento de un fallo por rebeldía emitido por un tribunal estatal de Florida (el Undécimo Circuito Judicial En y Para el Condado de Miami-Dade, Florida) contra la República de Cuba, el 30 de enero de 2007, caso N° 05-18719 CA9 (“Fallo Estatal por Rebeldía”). El 6 de mayo de 2009, el Tribunal de Distrito de los Estados Unidos para el Distrito Sur de Florida, en el caso N° 08-23405, emitió un fallo por rebeldía dando “Plena fe y crédito” al Fallo Estatal por Rebeldía (“Fallo Federal por Rebeldía de Florida”). Jerez inscribió el fallo por rebeldía de “Plena fe y crédito” en el Tribunal de Distrito de los Estados Unidos para el Distrito de Columbia el 1 de septiembre de 2009, conforme a 28 U.S.C. § 1963 (“Fallo Registrado”), número de expediente 09-00466. El 2 de octubre de 2009, Jerez obtuvo de parte del Secretario de este Tribunal el Mandamiento para conseguir el cumplimiento del Fallo Registrado.

7. Caribex no fue nombrada en el Fallo Estatal por Rebeldía, el Fallo Federal por Rebeldía de Florida ni en el Fallo Registrado (en lo sucesivo algunas veces denominados colectivamente “los Fallos”); Caribex no fue parte en las demandas ni procesos que originaron dichos Fallos, ni participó en ninguna de dichas demandas o procesos, ni tampoco recibió aviso de las demandas o procesos.

8. Ningún tribunal ha autorizado la ejecución de la propiedad de Caribex, incluida la Marca Caribex, para cumplir con los Fallos. Ningún tribunal ha determinado ni sostenido que Caribex sea responsable de cumplir con los Fallos.

9. El 19 de noviembre de 2009, Caribex presentó un recurso ante el Tribunal de Distrito de los Estados Unidos para el Distrito de Columbia, Caso N° 09-mc-00466, para la anulación del Mandamiento por considerarlo inválido y contrario a la ley. El 21 de diciembre de 2009, Jerez presentó documentación en contra del recurso de anulación. Los documentos de respuesta de Caribex se

presentarán a la brevedad. El tribunal aún no ha decidido sobre el recurso de Caribex para anular el Mandamiento.

10. La presunta ejecución de Jerez, mediante el registro del Mandamiento según la Assignment Cover Sheet, con la intención de demostrar una cesión de la Marca Caribex a Jerez, fue indebida, ilegal y no tiene efecto por varias razones, entre otras, sin limitación:

(a) Caribex no fue nombrada en el Fallo Estatal por Rebeldía, ni en el Fallo Federal por Rebeldía de Florida ni en el Fallo Registrado; no fue parte en las demandas ni procesos que tuvieron como resultado dichos Fallos, ni participó en ninguna de dichas demandas o procesos ni tampoco recibió aviso de las demandas o procesos.

(b) Las Cuban Assets Control Regulations (“CACR”) del Departamento del Tesoro de los Estados Unidos, 31 C.F.R. §§ 515.201, 515.203, 515.310, prohíben la ejecución de una propiedad, incluido específicamente un registro de marcas, en la cual Cuba o un ciudadano cubano o persona jurídica cubana posea un interés, a menos que la ejecución sea autorizada por la Oficina de Control de Activos Extranjeros (OFAC, por sus siglas en inglés) del Departamento del Tesoro. Caribex es una persona jurídica cubana y, por lo tanto, esta prohibición se aplica a sus marcas. OFAC no ha emitido una licencia para autorizar el Mandamiento, ejecutar la Marca Caribex, ni ninguna otra propiedad de Caribex, ni tampoco para la ejecución en cumplimiento de los Fallos de Jerez. Según CACR, el Mandamiento y cualquier pretensión de ejecución del mismo, entre éstos la Assignment Cover Sheet, por lo tanto, son “nulos y no tienen efecto, y no se considerarán fundamento para ningún reclamo o reconocimiento de cualquier interés en, o derecho, facultad, recurso o privilegio con respecto a” la Marca Caribex u otra propiedad de Caribex. 31 C.F.R. § 515.203.

(c) En el Mandamiento, Jerez afirma que Caribex es una “agencia o dependencia” de la República de Cuba, y Jerez, mediante dicho Mandamiento, pretende conseguir el cumplimiento de una sentencia en contra de la República de Cuba. Por ambos motivos, la Ley de Inmunidad de Soberanía Extranjera (FSIA, por sus siglas en inglés) 28 U.S.C. § 1602 y subsiguientes, se aplica al Mandamiento y esta Assignment Cover Sheet. La FSIA prohíbe expresamente cualquier incautación u orden de ejecución de la propiedad de un estado extranjero o una agencia o dependencia de un estado extranjero, a menos que el juez de un tribunal haya ordenado tal incautación u orden de ejecución. 28 U.S.C. § 1610 (c). Ningún juez de un tribunal ha ordenado el Mandamiento ni la ejecución sobre la propiedad de Caribex o de ninguna otra propiedad en cumplimiento de los Fallos. Aun así, el Secretario del Tribunal emitió un Mandamiento, contrario a la FSIA, sin una orden del tribunal. Por lo tanto, el Mandamiento y la Assignment Cover Sheet no tendrán efecto ni validez.

(d) De acuerdo con la Ley de Inmunidad de Soberanía Extranjera, la propiedad de un estado extranjero y de una agencia o dependencia de un estado extranjero están exentos de incautaciones y ejecuciones, a menos que se aplique una excepción establecida por la ley a la inmunidad. FSIA, 28 U.S.C. § 1609. No se aplica ninguna de las excepciones establecidas por la ley a esta inmunidad. Ningún tribunal ha decidido que se aplica alguna de estas excepciones, y ningún tribunal realizó los hallazgos necesarios para que se aplique ninguna de las excepciones.

(e) El tribunal estatal de Florida (la Undécimo Circuito Judicial En y Para el Condado de Miami-Dade, Florida) carece de jurisdicción personal y del contenido del litigio sobre la demanda de Jerez contra la República de Cuba. La fuente exclusiva de dicha jurisdicción es la Ley de Inmunidad de Soberanía Extranjera. El tribunal estatal de Florida no se refirió a la FSIA en su fallo y no realizó los hallazgos requeridos para que hubiese competencia de acuerdo con la FSIA. No existía una base legal de jurisdicción de acuerdo con la FSIA porque, entre otros motivos, Jerez admitió que no era un ciudadano estadounidense al momento de las actas sobre las cuales descansa la demanda.

(f) Según se aplica a la Marca Caribex, el Mandamiento y la Assignment Cover Sheet son contrarios a las obligaciones de los Estados Unidos según la Convención General Interamericana de Protección Marcaria y Comercial ("IAC", por sus siglas en inglés), 46 Stat. 2907 (1930) y el Acuerdo sobre los aspectos de los derechos de propiedad intelectual relacionados con el comercio ("TRIPS", por sus siglas en inglés), 33 I.L.M. 81 (1994).

11. Caribex sigue siendo el propietario verídico y correcto de la Marca Caribex. La cadena de título de la Marca Caribex no se debe considerar alterada por la "Cesión" incorrecta que fue publicada. Caribex fue y continúa siendo el propietario de la Marca Caribex.

12. Los abogados de los Estados Unidos de Caribex en este asunto se han comunicado con el abogado de Jerez, William John McKeague y le solicitaron presentar documentos correctivos. El Sr. McKeague se rehusó.

Declaro, so pena de perjurio según las leyes de los Estados Unidos, que todo lo anterior es verídico y correcto.

Firmada con fecha 22 de ^{febrero}~~enero~~ de 2010.




Esther María Alejo Alayón

[NOMBRE]

Directora General de Empresa Cubana Exportadora del Caribe

Trademark Assignment Details

Reel/Frame: [4110 / 0049](#)

[View Recorded Assignment](#) 

Pages: 21

Received: 12/08/2009

Recorded: 12/08/2009

Attorney Dkt #: 028534.0100

Conveyance: JUDGMENT/LIEN/SECURITY INTEREST

Total properties: 1

1 Serial #: [75158408](#) Filing Dt: 08/30/1996 Reg #: [2091185](#) Reg. Dt: 08/26/1997
 Mark: FRESKITO

Assignor

1 [EMPRESA CUBANA EXPORTADORA DEL CARIBE](#)

Exec Dt: 10/02/2009

Entity Type: CORPORATION

Citizenship: CUBA

Assignee

1 [JEREZ, NILO, MR.](#)
 C/O 312 MINORCA AVENUE
 CORAL GABLES, FLORIDA 33134

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Correspondence name and address

WILLIAM JOHN MCKEAGUE
8484 WESTPARK DRIVE
SUITE 900
MCLEAN, VA 22102

Search Results as of: 01/05/2010 09:21 AM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: October 18, 2008 v.2.0.1

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Judgment/Lien/Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPRESA CUBANA EXPORTADORA DEL CARIBE		10/02/2009	CORPORATION: CUBA
RECEIVING PARTY DATA			
Name:	Mr. Nilo Jerez		
Street Address:	c/o 312 Minorca Avenue		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75158408	FRESKITO	
CORRESPONDENCE DATA			
Fax Number:	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-744-8107		
Email:	jmckeague@pattonboggs.com		
Correspondent Name:	William John McKeague		
Address Line 1:	8484 Westpark Drive		
Address Line 2:	Suite 900		
Address Line 4:	Mclean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	028534.0100		
NAME OF SUBMITTER:	William John McKeague		
Signature:	/william john mckeague/		

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Date:

12/08/2009

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REEL: 004155 FRAME: 0532

United States District Court Southern District of Florida

Nilo Jerez

Case No. 08 cv 23405 Hoeveler/Garber

Plaintiff(s),

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

v.

Republic of Cuba, Fidel Castro Ruz, Raul
Castro Ruz, et al

Defendant(s).

I, Steven M. Larimore, Clerk of the United States District Court certify that the attached judgment is a true and correct copy of the original judgment entered in this action on 5/7/2009, as it appears in the records of this court, and that no notice of Appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed.

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on August 31, 2009.

STEVEN M. LARIMORE
Clerk of Court

by: Tammy Blakely
Tammy Blakely
Deputy Clerk

CLERK
US DISTRICT & BANKRUPTCY
COURTS
2009 AUG 31 PM 8:42
RECEIVED

* Insert the appropriate language: . . . "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." . . . "no notice of appeal from this judgment has been filed, and any motion of the kinds listed in Rule 4(a) of the Federal Rule of Appellate Procedure [*] have been disposed of, the latest order disposing of a motion having been entered on [date]." . . . "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on [date]." . . . "an appeal was taken from this judgment and the appeal was dismissed by order entered [date]."

UNITED STATES DISTRICT COURT
Southern District of Florida

Case Number: 08-23405-CIV-HOEVELER/GARBER

NILO JEREZ,

Plaintiff,

vs.

THE REPUBLIC OF CUBA, FIDEL CASTRO
RUZ, individually and as President of the State
and Council of Ministers, Head of the Communist
Party and Commander-in Chief of the Military,
RAUL CASTRO RUZ, individually and as First
Vice President of the Head of the Cuban
Revolutionary Armed Forces, THE CUBAN
REVOLUTIONARY ARMED FORCES, and EL
MINISTERIO DEL INTERIOR,

Defendant(s)

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2009 AUG 31 PM 8:42
CLERK
US DISTRICT & BANKRUPTCY
COURTS

FINAL DEFAULT JUDGMENT GRANTING FULL FAITH & CREDIT TO STATE JUDGMENT

The Plaintiff's Motion for Final Default Judgment [D.E. 36] is GRANTED.

Pursuant to 28 U.S.C. § 1738, full faith and credit, and federal recognition, is given to the Final Judgment Dated January 30, 2007, in *Nilo Jerez v. Republic of Cuba et al.*, No. 05-18719 CA9, Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, which awarded the Plaintiff 200 million dollars in damages against the defendants, and bore interest at the rate of 11% per annum under Florida law until satisfied.

Given that the Final Judgment has not been satisfied, interest on the judgment (at the rate of (11%) stands at \$49,424,647.00 dollars as of April 9th, 2009. The Final Judgment is therefore now 200 million dollars in damages, plus \$49,424,647.00 dollars in interest, in favor of the Plaintiff and against the Defendants.

The final Judgment will bear post-judgment interest from today at the rate set by 28 U.S.C. § 1961.

This case is closed.

DONE and ORDERED in chambers in Miami, Florida, this 6th day of May, 2009.

William Hoeveler
William Hoeveler
United States District Judge

Copy to:

All counsel of record
and to Defendants, pursuant
to 28 U.S.C. § 1608 (e)

Certified to be a true and
correct copy of the document on file
Steven M. Larimore, Clerk,
U.S. District Court
Southern District of Florida
By [Signature]
Deputy Clerk
Date 8-31-09

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Nilo Jerez

Republic of Cuba, Fidel Castro Ruz, Raul Castro Ruz
Cuban Revolutionary Armed Forces, El Ministerio del
Interior, and their agencies and instrumentalities,
including without limitation, those listed on Schedule A

Plaintiff

vs

Defendant

CIVIL ACTION NO. 09-MC-466
WRIT OF ATTACHMENT ON JUDGEMENT
(Personal Property, Goods, Chattels)

THE PRESIDENT OF THE UNITED STATES, TO THE MARSHAL FOR THE DISTRICT OF COLUMBIA:

You are hereby commanded to attach, seize, and take into your custody the personal property, goods and chattels of the defendant, See Schedule A hereto which shall be found in this District.

The judgement against the defendant was entered May 6, 2009, in the amount of * Dollars, with interest at * % per annum, and \$ for costs and charges which may accrue. You are to attach the same and safely keep it, subject to the orders of the Court, unless the defendant or the person in whose possession the property is attached delivers to you an undertaking, to be approved by the Court with sufficient surety or sureties, to abide by and perform the judgment of the Court in relation to the said property, goods and chattels.

You shall have the personal property, goods and chattels before the Court on or before the tenth day after the execution of this writ, that the personal property, goods or chattels may be condemned and an execution had, unless sufficient cause be shown to the contrary.

If the personal property, goods or chattels attached are in the possession of any person other than the defendant, you shall notify such person of the seizure and warn the person to appear before the Court to show cause why the personal property, goods or chattels should not be condemned and execution be had according to the law.

* full compensatory judgment amount of \$50,000,000.00 and interest thereon to date in accordance with the U.S. District Court for the Southern District of Florida's May 6, 2009 judgment. See Schedule B.

You must have this writ endorsed to show when and how you have executed it.

WITNESS The Honorable Chief Judge of the said Court, this day of 2nd October, 2009.

Nancy M. Mayer-Whittington, Clerk

By 

Deputy Clerk

Richard J. Oparil (DC Bar No. 409723)

Attorney for Plaintiff
Patton Boggs LLP

2550 M Street, NW

Washington, DC 20037

Address

202-457-6000

Telephone

TRADEMARK

REEL: 004155 FRAME: 0054

REEL: 004155 FRAME: 0536

SCHEDULE A

The Republic of Cuba
c/o Raul Castro Ruz (Acting President and Counsel of State)
Calzada 360, Vedado
Havana, Cuba 11100

Cuban Interest Section
2639 16th St., NW
Washington, DC 20009
(202) 797-8518

El Ministerio Del Interior
Aranguren entre Carlos Manuel de Cespedes y Avenida de la Independencia
Havana, Cuba 11100

Cuban Revolutionary Armed Forces
Avenida de la Independencia, esquina 20 de Mayo
Plaza de la Revolucion
Havana, Cuba 10400

Fidel Castro Ruz
c/o Raul Castro Ruz
Ministerio Del Interior
Aranguren enter Carlos Manuel de Cespedes y Avenida de la Independencia
Plaza de la Revolucion
Havana, Cuba 10400,

Raul Castro Ruz
Acting President and Counsel of State
Ministerio Del Interior
Aranguren enter Carlos Manuel de Cespedes y Avenida de la Independencia, esquina 20 de mayo
Plaza de la Revolucion
Havana, Cuba 10400

Centro de Bioactivos Quimicos,
Universidad Central de Las Villas, Carretera de Camajuaní, Km 5/12, Santa Clara, Villa Clara
54830, Cuba

Centro de Histoterapia Placentaria,
Autopista Novia Del Mediodia Y 173 S/N Valle Grande, La Lisa, Ciudad De La Habana 17100,
Cuba

TRADEMARK

REEL: 004155 FRAME: 0055

REEL: 004155 FRAME: 0537

Centro de Ingeniera Genetica y Biotecnologia,
Ave. 31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba

Instituto de Medicina Tropical "Pedro Kouri",
La Lisa Autopista Novia Del Mediodia KM 6 C. Habana, 11100, Cuba

Centro de Investigaciones Para la Industria Minero-Metalurgcia,
Carretera de Varona No. 12028, Km. 1 1/2, Boyeros, Ciudad de la Habana 11900, Cuba

Centro de Inmunologia Molecular,
Calle 15 Esq. 216, Rpto. Atabey, Playa
La Habana, Cuba

Centro Nacional De Biopreparados,
Apartado 6048, Habana 6, Ciudad de la Habana, Cuba

Centro Nacional de Inventigaciones Cientificas,
Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba

Instituto Finlay, Centro De Investigacion, Produccion De Vacunas Y Sueros,
Ave 27 No. 19805, La Coronela, Lisa Ciudad Habana Cuba

Laboratorios Dalmer SA,
Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba
Adanifer S.A.,
c/o Etude Andrey, Notaries Rue Hans Fries 1, CH-1700 Fribourg, Switzerland

Medicuba,
Maximo Gomez No. 1, Esq. a Egidio, La Habana Vieja, Havana, Cuba

Universidad de la Habana,
San Lázaro y L, Plaza de la Revolución, Ciudad de la Habana 10400, Cuba

Artex, S.A. Dba Artex
Corporation Cuba,
5ta Avenida, No. 8002 Miramar Ciudad Habana Cuba

Corporacion Cimex, S.A.
Corporation Cuba
Edificio Sierra Maestra First Ave. Corner Of 0 Street Miramar, Havana Cuba

Corporacion Cuba Ron, S.A.
Corporation Cuba
200 Street, No. 1708, Atabey, Playa Havana Cuba

Corporacion Habanos, S.A.
Sociedad Anónima Cuba
Avenida 3ra. No. 2006 Entre 20 Y 22, Miramar, Playa; Ciudad De La Habana, Cuba

Corporacion Habanos, S.A. Dbá Habanos, S.A. Corporation Cuba Mercaderes No. 21 Entre
O'reilly Y Empedrado Havana, Cuba

Empresa Cubana Del Tabaco; (Cubatabaco) Empresa Estatal Cuba O'reilly No.104entre Tacón Y
Mercaderes La Habana Vieja; Ciudad De La Habana, Cuba

Empresa Cubana Exportadora Del Caribe Dbá Caribex Corporation Cuba
Aparthotel Las Brisas Apto. 3b 31-32 Havana, Cuba

Empresa De Grabaciones Y Ediciones Musicales (Egrem) Corporation Cuba
3ra, No. 1008 E/ 10 Y 12 Miramar, La Habana, Cuba

Empresa Exportadora E Importadora De Productos Medicos Ta Medicuba Corporation Cuba
Maximo Gomez No. 1, Habana Vieja, Cuba

Etecsa Empresa De Telecomunicaciones De Cuba S.A Company Cuba
Egido No. 610 Entre Gloria Y Apodaca Habana Vieja Ciudad Habana, Cuba

Havana Rum & Liquors, S.A. Corporation Cuba
44 Street, No. 305 Between 3rd And 5th Avenues Miramar, Havana, Cuba

Laboratorios Biologicos Farmaceuticos Dbá Labiofam Corporation Cuba
Avenida Independencia, Km 1648 Boyeros, Havana, Cuba

SCHEDULE B

United States District Court Southern District of Florida

Nilo Jerez

Case No. 08 cv 23405 Hoeveler/Garber

Plaintiff(s),

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

v.

Republic of Cuba, Fidel Castro Ruz, Raul
Castro Ruz, et al

Defendant(s).

I, Steven M. Larimore, Clerk of the United States District Court certify that the attached judgment is a true and correct copy of the original judgment entered in this action on 5/7/2009, as it appears in the records of this court, and that no notice of Appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed.

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on August 31, 2009.

STEVEN M. LARIMORE
Clerk of Court

by: Tammy Blakely
Tammy Blakely
Deputy Clerk

CLERK
US DISTRICT & BANKRUPTCY
COURTS

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* Insert the appropriate language: ... "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." ... "no notice of appeal from this judgment has been filed, and any motion of the kinds listed in Rule 4(a) of the Federal Rule of Appellate Procedure [*] have been disposed of, the latest order disposing of a motion having been entered on [date]." ... "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on [date]." ... "an appeal was taken from this judgment and the appeal was dismissed by order entered [date]."

UNITED STATES DISTRICT COURT
Southern District of Florida

Case Number: 08-23405-CIV-HOEVELER/GARBER

NILO JEREZ,

Plaintiff,

vs.

THE REPUBLIC OF CUBA, FIDEL CASTRO
RUZ, individually and as President of the State
and Council of Ministers, Head of the Communist
Party and Commander-in Chief of the Military,
RAUL CASTRO RUZ, individually and as First
Vice President of the Head of the Cuban
Revolutionary Armed Forces, THE CUBAN
REVOLUTIONARY ARMED FORCES, and EL
MINISTERIO DEL INTERIOR,

Defendant(s)

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CLERK
U.S. DISTRICT & BANKRUPTCY
COURTS

FINAL DEFAULT JUDGMENT GRANTING FULL FAITH & CREDIT TO STATE JUDGMENT

The Plaintiff's Motion for Final Default Judgment [D.E. 36] is GRANTED.

Pursuant to 28 U.S.C. § 1738, full faith and credit, and federal recognition, is given to the Final Judgment Dated January 30, 2007, in *Nilo Jerez v. Republic of Cuba et al.*, No. 05-18719 CA9, Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, which awarded the Plaintiff 200 million dollars in damages against the defendants, and bore interest at the rate of 11% per annum under Florida law until satisfied.

Given that the Final Judgment has not been satisfied, interest on the judgment (at the rate of (11%) stands at \$49,424,647.00 dollars as of April 9th, 2009. The Final Judgment is therefore now 200 million dollars in damages, plus \$49,424,647.00 dollars in interest, in favor of the Plaintiff and against the Defendants.

The final Judgment will bear post-judgment interest from today at the rate set by 28 U.S.C. § 1961.

This case is closed.

DONE and ORDERED in chambers in Miami, Florida, this 6th day of May, 2009.

William Hoeweler
William Hoeweler
United States District Judge

Copy to: All counsel of record
and to Defendants, pursuant
to 28 U.S.C. § 1608 (e)

Certified to be a true and
correct copy of the document on file
Steven M. Larimore, Clerk,
U.S. District Court
Southern District of Florida
By *Ardo*
Deputy Clerk
Date 8-31-09

LIST OF PROPERTY

The personal property at issue in this District includes without limitation, the following general intangibles and/or personal property of defendants and their agencies or instrumentalities identified below:

	ASSIGNEE
U.S. Patent No. 6,624,316	Centro de Bioactivos Quimicos, Universidad Central de Las Villas, Carretera de Camajuaní, Km 5/12, Santa Clara, Villa Clara 54830, Cuba
U.S. Patent No. 6,316,014	Centro de Bioactivos Quimicos, Universidad Central de Las Villas, Carretera de Camajuaní, Km 5/12, Santa Clara, Villa Clara 54830, Cuba
U.S. Patent No. 6,660,305	Centro de Histoterapia Placentaria, Autopista Novia Del Mediodia Y 173 S/N Valle Grande, La Lisa, Ciudad De La Habana 17100, Cuba
U.S. Patent No. 7,566,457	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,556,809	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,465,704	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,429,384	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,374,767	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,374,766	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,361,638	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,318,927	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,279,164	Centro de Ingeniera Genetica y Biotecnologia,

TRADEMARK

REEL: 004155 FRAME: 0543

REEL: 004155 FRAME: 0543

	Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,244,411	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,012,127	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,921,809	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,905,835	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,632,793	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,383,488	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba Instituto de Medicina Tropical "Pedro Kouri", La Lisa Autopista Novia Del Mediodia KM 6 C. Habana, 11100, Cuba
U.S. Patent No. 6,358,933	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,355,414	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,309,873	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,191,114	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,146,635	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 5,731,173	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 5,641,667	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba

U.S. Patent No. 5,637,491	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 5,296,366	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 5,286,484	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 5,270,177	Centro de Ingeniera Genetica y Biotecnologia, Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 6,524,367	Centro de Investigaciones Para la Industria Minero-Metalurgica, Carretera de Varona No. 12028, Km. 1 1/2, Boyeros, Ciudad de la Habana 11900, Cuba
U.S. Patent No. 6,891,023	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,506,883	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,491,914	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,433,148	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,429,295	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,413,759	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,149,921	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,063,379	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 5,894,018	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 5,891,996	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa

	La Habana, Cuba
U.S. Patent No. 5,817,513	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 5,788,985	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 5,712,120	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 5,597,572	Centro Nacional De Biopreparados, Apartado 6048, Habana 6, Ciudad de la Habana, Cuba.
U.S. Patent No. 7,556,726	Centro Nacional de Investigaciones Cientificas, Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba
U.S. Patent No. 7,189,316	Centro Nacional de Investigaciones Cientificas, Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba
U.S. Patent No. 7,092,748	Centro Nacional de Investigaciones Cientificas, Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba
U.S. Patent No. 6,537,772	Centro Nacional de Investigaciones Cientificas, Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba
U.S. Patent No. 6,723,323	Centro Nacional de Investigaciones Cientificas, Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba
U.S. Patent No. 5,747,653	Instituto Finlay, Centro De Investigacion, Produccion De Vacunas Y Sueros, Ave 27 No. 19805, La Coronela, Lisa Ciudad Habana Cuba
U.S. Patent No. 6,486,205	Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba
U.S. Patent No. 6,465,526	Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba
U.S. Patent No. 6,235,795	Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11

	600, Cuba
U.S. Patent No. 5,856,316	Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba Adanifer S.A., C/O Etude Andrey, Notaries Rue Hans Fries 1, CH-1700 Fribourg, Switzerland
U.S. Patent No. 5,663,156	Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba Adanifer S.A., C/O Etude Andrey, Notaries Rue Hans Fries 1, CH-1700 Fribourg, Switzerland
U.S. Patent No. 5,239,985	Medicuba, Maximo Gomez No. 1, Esq. a Egido, La Habana Vieja, Havana, Cuba
U.S. Patent No. 5,282,474	Centro de Neurociencias de Cuba, Calle 25 No. 15202, Esq. 158, Cubanacan Playa La Habana, Cuba 12100
U.S. Patent No. 5,307,807	Centro de Neurociencias de Cuba, Calle 25 No. 15202, Esq. 158, Cubanacan Playa La Habana, Cuba 12100
U.S. Patent No. 6,572,857	Centro de Inmunologia Molecular, Calle 15 Esq. 216, Rpto. Atabey, Playa La Habana, Cuba
U.S. Patent No. 6,765,091	Universidad de la Habana, San Lázaro y L, Plaza de la Revolución, Ciudad de la Habana 10400, Cuba University of Ottawa, 550 Cumberland Street Ottawa K1N 6N5, Canada
U.S. Patent No. 7,592,171	Centro Nacional de Investigaciones Cientificas, Ave 25, No15202 Esq. a 158, Cubanacan, Playa, 12 100 La Habana, Cuba
U.S. Trademark Serial No. 74727361	ARTEX, S.A. DBA ARTEX CORPORATION CUBA, 5ta Avenida, No. 8002 Miramar Ciudad Habana Cuba

U.S. Trademark Serial No. 74620859	ARTEX, S.A. DBA ARTEX CORPORATION CUBA, 5ta Avenida, No. 8002 Miramar Ciudad Habana Cuba
U.S. Trademark Serial No. 77252382	Corporacion CIMEX, S.A. CORPORATION CUBA Edificio Sierra Maestra First Ave. corner of O Street Miramar, Havana Cuba
U.S. Trademark Serial No. 77435546	Corporacion CIMEX, S.A. CORPORATION CUBA Edificio Sierra Maestra First Ave. corner of O Street Miramar, Havana Cuba
U.S. Trademark Serial No. 78911540	Corporacion Cuba Ron, S.A. CORPORATION CUBA 200 Street, No. 1708, Atabey, Playa Havana Cuba
U.S. Trademark Serial No. 78537635	Corporacion Cuba Ron, S.A. CORPORATION CUBA 200 Street, No. 1708, Atabey, Playa Havana Cuba
U.S. Trademark Serial No. 79062823	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79055148	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79007311	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79026884	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79026857	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79026856	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79026855	CORPORACION HABANOS, S.A. Sociedad anónima CUBA

	Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 79007310	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 78319180	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 77467571	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 76396128	CORPORACION HABANOS, S.A. Sociedad anónima CUBA Avenida 3ra. No. 2006 entre 20 y 22, Miramar, Playa; Ciudad de la Habana, Cuba
U.S. Trademark Serial No. 75493632	Corporacion Habanos, S.A. DBA Habanos, S.A. CORPORATION CUBA Mercaderes No. 21 Entre O'Reilly y Empedrado Havana, Cuba
U.S. Trademark Serial No. 75011205	HABANOS, S.A. CORPORATION CUBA Mercaderes No. 21 La Habana, Cuba
U.S. Trademark Serial No. 75132819	HABANOS, S.A. CORPORATION CUBA Calle Mercaderes, No. 21 Ciudad Habana, Cuba
U.S. Trademark Serial No. 75240789	CORPORACION HABANOS, S.A. CORPORATION CUBA Mercaderes No. 21 Entre O'Reilly y Empedrado Havana, Cuba
U.S. Trademark Serial No. 75188521	CORPORACION HABANOS, S.A. CORPORATION CUBA Calle Mercaderes No. 21 Ciudad Habana, Cuba
U.S. Trademark Serial No. 75151320	CORPORACION HABANOS, S.A. CORPORATION CUBA Mercaderes No. 21 Entre O'Reilly y Empedrado Havana, Cuba
U.S. Trademark Serial No. 75136144	HABANOS, S.A. CORPORATION CUBA Mercaderes No. 21 La Habana, Cuba
U.S. Trademark Serial No. 79062890	EMPRESA CUBANA DEL TABACO; (CUBATABACO) Empresa estatal CUBA O'Reilly No.104entre Tacón y Mercaderes La Habana Vieja; Ciudad de La Habana, Cuba
U.S. Trademark Serial No. 79041168	EMPRESA CUBANA DEL TABACO (CUBATABACO) CORPORATION CUBA

	O'Reilly 104, Habana Vieja Ciudad de La Habana, Cuba
U.S. Trademark Serial No. 77157193	Empresa Cubana del Tabaco a/k/a Cubatabaco AKA Cubatabaco Entity is subject to the jurisdiction of a Ministry of the Republic of Cuba state corporation CUBA Calle O'Reilly No. 104 La Habana, Cuba
U.S. Trademark Serial No. 75151529	EMPRESA CUBANA DEL TABACO DBA CUBATABACO CORPORATION CUBA O'Reilly No. 104 Ciudad La Habana, Cuba
U.S. Trademark Serial No. 75226002	EMPRESA CUBANA DEL TABACO CORPORATION CUBA Calle O'Reilly No. 104 Ciudad Habana, Cuba
U.S. Trademark Serial No. 75151226	EMPRESA CUBANA DEL TABACO DBA CUBATABACO CORPORATION CUBA O'Reilly No. 104 Ciudad La Habana, Cuba
U.S. Trademark Serial No. 75011206	EMPRESA CUBANA DEL TABACO DBA CUBATABACO CORPORATION CUBA Calle O'Reilly No. 104 La Habana, Cuba
U.S. Trademark Serial No. 74576950	EMPRESA CUBANA DEL TABACO DBA CUBATABACO CORPORATION CUBA Calle O'Reilly No. 104 La Habana, Cuba
U.S. Trademark Serial No. 74576942	EMPRESA CUBANA DEL TABACO CORPORATION CUBA Calle O'Reilly No. 104 Ciudad Habana, Cuba
U.S. Trademark Serial No. 74576941	EMPRESA CUBANA DEL TABACO CORPORATION CUBA Calle O'Reilly No. 104 Ciudad Habana, Cuba
U.S. Trademark Serial No. 73742915	EMPRESA CUBANA DEL TABACO CORPORATION CUBA Calle O'Reilly No. 104 Ciudad Habana, Cuba
U.S. Trademark Serial No. 73729557	EMPRESA CUBANA DEL TABACO TA CUBATABACO TA CUBATABACO CORPORATION CUBA 104 O'Reilly Stret Vedado, Havana City, Cuba
U.S. Trademark Serial No. 75158408	EMPRESA CUBANA EXPORTADORA DEL CARIBE DBA CARIBEX CORPORATION CUBA Aparthotel Las Brisas Apto. 3B 31-32 Havana, Cuba
U.S. Trademark Serial No. 77735999	EMPRESA DE GRABACIONES Y EDICIONES MUSICALES (EGREM) CORPORATION CUBA 3ra, No. 1008 e/ 10 y 12 Miramar, La Habana,

	Cuba
U.S. Trademark Serial No. 73573505	EMPRESA EXPORTADORA E IMPORTADORA DE PRODUCTOS MEDICOS TA MEDICUBA CORPORATION CUBA Maximo Gomez No. 1, Habana Vieja, Cuba
U.S. Trademark Serial No. 76412902	ETECSA Empresa De Telecomunicaciones De Cuba S.A COMPANY CUBA Egido No. 610 entre Gloria y Apodaca Habana Vieja Ciudad Habana, Cuba
U.S. Trademark Serial No. 75915669	Havana Rum & Liquors, S.A. CORPORATION CUBA 44 Street, No. 305 between 3rd and 5th Avenues Miramar, Havana, Cuba
U.S. Trademark Serial No. 74613472	Havana Rum & Liquors, S.A. CORPORATION CUBA 44 Street, No. 305 between 3rd and 5th Avenues Miramar, Havana, Cuba
U.S. Trademark Serial No. 75398992	Laboratorios Biologicos Farmaceuticos DBA LABIOFAM CORPORATION CUBA Avenida Independencia, Km 1648 Boyeros, Havana, Cuba
U.S. Trademark Serial No. 72153423	Republic of Cuba
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