

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	To correct an error made in a previously recorded document at R/F 4110/0204 that erroneously affects the identified registrations. Ownership of the marks never changed and any document recorded against the registrations was erroneous.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Havana Rum & Liquors, S.A.		02/12/2010	CORPORATION: CUBA
RECEIVING PARTY DATA			
Name:	Havana Rum & Liquors, S.A.		
Street Address:	44 St., No. 305, Between 3rd & 5th Ave		
City:	Miramar, Havana		
State/Country:	CUBA		
Entity Type:	CORPORATION: CUBA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1956024	RON CANEY ORO LIGHT LEGITIMO RON CUBANO	
Registration Number:	2436862	CUBAY	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/#1		
DOMESTIC REPRESENTATIVE			

CH \$65.00 1956024

900155876

**TRADEMARK
REEL: 004158 FRAME: 0455**

The LanguageWorks, Inc.
1128 Broadway
New York, NY 10010
Tel. 212 447 6060
Fax 212 447 6257

LanguageWorks

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

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 Luis Francisco Perdomo Hernández (Havana Rum & Liquors S.A.)*, completed on February 17, 2010.



Cathi Changanqui

Senior Account Executive
The LanguageWorks, Inc.

Sworn to and subscribed before me
this 17th day of February, 2010



Notary Public

CHRIS SULLIVAN
Notary Pub&c. State of New York
No. 01SU6146597
Qualified in Kings County
Commission Expires May 22, 2010

TRANSLATION

Declaration of Luis Francisco Perdomo Hernandez under TMEP § 503.06(c)

1. I am the President of Havana Rum & Liquors, S.A. ("HRL"), which has a place of business at 44 St., No. 305, Between 3rd and 5th Avenues, Miramar, 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. HRL is the owner of U.S. Trademark Reg. No. 1,956,024 for the mark RON CANEY ORO LIGHT LEGITIMO RON CUBANO (design) and U.S. Trademark Reg. No. 2,436,862 for the mark CUBAY (collectively, the "HRL Marks"). HRL filed the application for the HRL Marks on December 20, 1994, and February 10, 2000, respectively, and at no time thereafter has HRL assigned its rights to the HRL Marks to any party.

3. On December 8, 2009, an "Assignment Cover Sheet" with an accompanying document was filed, purporting to transfer the HRL Marks 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 HRL Marks by recording the Writ under Reel/Frame Number 4110/0204.

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. HRL was not named in the State Default Judgment, the Federal Florida Default Judgment, or the Registered Judgment (hereafter sometimes collectively "Judgments") HRL 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 HRL's property, including the HRL Marks, to satisfy the Judgments. No court has ever determined or held HRL liable for the Judgments.

9. On November 19, 2009, HRL 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. HRL's reply papers were filed on January 26, 2010. The Court has not yet decided HRL'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 the HRL Marks to Jerez, was improper, unlawful, and of no effect for multiple reasons, including without limitation:

(a) HRL 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"). HRL is a Cuban national, and therefore this prohibition applies to its trademarks. OFAC has not issued a license authorizing the Writ, execution on the HRL Marks or any other HRL 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 HRL Marks or HRL's other property. 31 C.F.R. § 515.203.

(c) In the Writ, Jerez asserts that HRL 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. First, under U.S. law HRL is not an "agency or instrumentality" of the Republic of Cuba, as it is owned by Cuban juridical entities different than the Republic of Cuba. No judge of a court has ordered the Writ or execution upon the property of HRL or any other property in satisfaction of the Judgments. Rather, the Clerk of the Court issued the writ, contrary to the FSIA, without judicial order. Therefore, both the writ and the Assignment Cover Sheet have no effect or validity.

Under Cuban law, HRL is not responsible for the debts or obligations of its shareholders. Furthermore, HRL is not responsible for the debts and obligations of third parties, including without limitation the Republic of Cuba. HRL's assets and liabilities are its own, and not the assets or liabilities of its shareholders. Likewise, the assets and liabilities of HRL are not the assets or liabilities of third parties, including the Republic of Cuba. HRL is owned by Cuba Ron S.A. and the Empresa de Bebidas y Refrescos Villa Clara. Each of the shareholders is a company with legal personality, its own assets and management, organized under the laws of Cuba. The Board of Shareholders is the highest governing authority of the company. The Board of Shareholders designates the Board of Directors and the administrative bodies of the company. The administration and representation of HRL is carried out by the Board of Directors, subject to the authority and direction of the Board of Shareholders. The Board of Shareholders, *inter alia*, designates the members of the Board of Directors, determines the number of persons who shall serve on this Board, amends the Statutes, and decides upon the distribution of dividends. It is the responsibility of the Board of Directors to manage the enterprise in all of its aspects, subject to the Board of Shareholders' authority and direction.

(d) As applied to the HRL Marks, 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. HRL remains the true and correct owner of the HRL Marks. The chain of title for the HRL Marks should not be considered altered by the incorrect "Assignment" recorded. HRL has been and continues to be the owner of the HRL Marks.

12. United States counsel for HRL 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 12, 2010.

LUIS FRANCISCO PERDOMO HERNANDEZ
PRESIDENT of Havana Rum & Liquors, S.A.

Declaración de Luis Francisco Perdomo Hernández según TMEP § 503.06(c)

1. Soy Presidente de Havana Rum & Liquors, S.A. ("HRL"), cuyo domicilio comercial es Calle 44, Nº 305, entre las Avenidas 3^a y 5^a, Miramar, 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. HRL es el propietario del Reg. de Marca Nº 1.956.024 de los Estados Unidos para la marca RON CANEY ORO LIGHT LEGITIMO RON CUBANO (diseño) y el Reg. de Marca Nº 2.436.862 de los Estados Unidos para la marca CUBAY (denominadas colectivamente, las "Marcas HRL"). HRL presentó las solicitudes para las Marcas HRL el 20 de diciembre de 1994 y el 10 de febrero de 2000, respectivamente y, de allí en adelante, en ningún momento ha cedido HRL a parte alguna sus derechos a las Marcas HRL.

3. El 8 de diciembre de 2009, se presentó una "Assignment Cover Sheet" con un documento adjunto, la que pretendía transferir las Marcas HRL 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 las Marcas HRL mediante el registro del Mandamiento, según el Rollo / Imagen Número 4110/0204.

6. Al hacer público el Mandamiento, Jerez pretendía conseguir el cumplimiento de un fallo por rebeldía emitido por un tribunal estatal de Florida (Undécimo Circuito Judicial En y Para el Condado de Miami-Dade, Florida) contra la República de Cuba, el 30 de enero de 2007, caso Nº 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 Nº 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. HRL no fue nombrada el Fallo Estatal por Rebeldía, ni en el Fallo Federal por Rebeldía de Florida ni en el Fallo Registrado (en lo sucesivo algunas veces denominadas colectivamente "los Fallos"); HRL 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 HRL, incluidas las Marcas HRL, para cumplir con los Fallos. Ningún tribunal ha determinado ni sostenido que HRL sea responsable de cumplir con los Fallos.

9. El 19 de noviembre de 2009, HRL presentó un recurso ante el Tribunal de Distrito de los Estados Unidos para el Distrito de Columbia, Caso Nº 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 HRL se presentaron el 26 de enero de 2010. El tribunal aún no ha decidido sobre el recurso de HRL 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 las Marcas HRL a Jerez, fue indebida, ilegal y no tiene efecto por varias razones, entre otras, sin limitación:

(a) HRL 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 originaron 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. HRL 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 las Marcas HR, ni ninguna otra propiedad de HRL, 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" las Marcas HRL u otra propiedad de HRL. 31 C.F.R. § 515.203.

(c) En el Mandamiento, Jerez afirma que HRL es una "agencia o dependencia" de la República de Cuba, y Jerez, mediante dicho Mandamiento, pretende conseguir el cumplimiento de un fallo en contra de la República de Cuba. Primero, bajo la ley de los EEUU HRL no es una "agencia o dependencia" de la República de Cuba porque es propiedad de entidades jurídicas cubanas distintas a la República de Cuba. Ningún juez de un tribunal ha ordenado el Mandamiento ni la ejecución sobre la propiedad de HRL o 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 tienen efecto ni validez.

Bajo las leyes cubanas, HRL no es responsable por las deudas u obligaciones de sus accionistas. Además, HRL no es responsable por las deudas u obligaciones de terceras partes, incluyendo sin limitación la República de Cuba. Los activos y pasivos de HRL son los propios y no los activos o pasivos de sus accionistas. Asimismo los activos y pasivos de HRL no son activos y pasivos de terceras partes, incluyendo la República de Cuba. Los accionistas de HRL son Cuba Ron S.A. y la Empresa de Bebidas y Refrescos Villa Clara. Cada uno de los accionistas es una compañía con personalidad legal, activos y gerencia propia, organizada bajo las leyes de Cuba. La Junta de Accionistas es la máxima autoridad de gobierno de la compañía. La Junta de Accionistas designa a la Directiva y a los cuadros administrativos de la compañía. La administración y la representación de HRL es llevada a cabo por la Junta de Directores, sujeto a la autoridad y dirección de la Junta de Accionistas. La Junta de Accionistas, *inter alia*, designa a los miembros de la Junta de Directores, determina la cantidad de personas que van a formar

parte del mismo, enmienda los Estatutos y decide la distribución de los dividendos. Es responsabilidad de la Junta de Directores manejar la empresa en todos sus aspectos, sujeto a la autoridad y dirección de la Junta de Accionistas.

(d) Según se aplica a las Marcas HRL, el Mandamiento y la Assignment Cover Sheet son contrarios a las obligaciones de los Estados Unidos según la Convención General Interamericana de Protección Marcaaria 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. HRL sigue siendo el propietario verídico y correcto de las Marcas HRL. La cadena de título de las Marcas HRL no se debe considerar alterada por la "Cesión" incorrecta que fue publicada. HRL fue y continúa siendo el propietario de las Marcas HRL.

12. Los abogados de los Estados Unidos de HRL 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 12 de febrero de 2010.



LUIS FRANCISCO PERDOMO HERNÁNDEZ
PRESIDENTE de Havana Rum & Liquors, S.A.

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
Havana Rum & Liquors, S.A. CORPORATION CUBA		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: 2			
Property Type	Number	Word Mark	
Serial Number:	75915669	CUBAY	
Serial Number:	74613472	RON CANEY ORO LIGHT LEGITIMO RON CUBANO	
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/		

OP \$65.00 75915669

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Date:

12/08/2009

Total Attachments: 19

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United States District Court Southern District of Florida

Nilo Jerez

Case No. 08 cv 23405 Hoeveler/Garber

Plaintiff(s),

v.

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

Defendant(s).

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

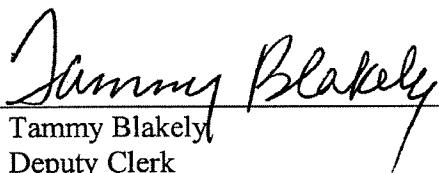
I, Steven M. Larimore, Clerk of the United States District Court certify that the attached judgment is a true and correct copy of the original judgment entered in this action on 5/7/2009, as it appears in the records of this court, and that no notice of Appeal from this judgment has been filed, and no 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
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 have been filed." . . . "no notice of appeal from this judgment has been filed, and any motions 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]."

TRADEMARK
REEL: 004158 FRAME: 0466

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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04/15/2009 PM 8:42
U.S. DISTRICT COURT CLERK'S OFFICE
SOUTHERN DISTRICT OF FLORIDA

FINAL DEFAULT JUDGMENT GRANTING FULL FAITH & CREDIT TO STATE JUDGMENT

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

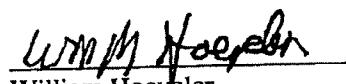
Pursuant to 28 U.S.C. § 1738, full faith and credit, and federal recognition, is given to the Final Judgment Dated January 30, 2007, in *Nilo Jerez v. Republic of Cuba et al.*, No. 05-18719 CA9, Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, which awarded the Plaintiff 200 million 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.

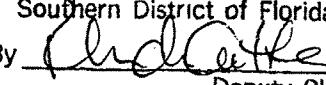
The final Judgment will bear post-judgment interest from today at the rate set by 28 U.S.C. § 1961.

This case is closed.

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


William Hoeveler
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 
Deputy Clerk
Date <u>8-31-09</u>

 TRADEMARK

REEL: 004158 FRAME: 0207

REEL: 004158 FRAME: 0467

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.

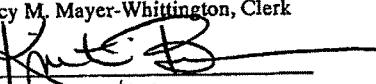
If the personal property, goods or chattels attached are in the possession of any person other than the defendant, you shall notify such person of the seizure and warn the person to appear before the Court to show cause why the personal property, goods or chattels should not be condemned and execution 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: 004158 FRAME: 0469

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
Arangueren 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
Arangueren 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, Cludad De La Habana 17100,
Cuba

Centro de Ingenieria 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 Investigaciones 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 Egido, 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. Dba 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 Dba 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 Dba Labiofam Corporation Cuba
Avenida Independencia, Km 1648 Boyeros, Havana, Cuba

SCHEDULE B

TRADEMARK
REEL: 00410 FRAME: 0213
TRADEMARK
REEL: 004158 FRAME: 0473

United States District Court Southern District of Florida

Nilo Jerez

Case No. 08 cv 23405 Hoeveler/Garber

Plaintiff(s),

v.

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

Defendant(s).

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

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,
Deputy Clerk

U.S. 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 motions 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)

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 <i>Debra L. Coffey</i> Deputy Clerk
Date <u>8-31-09</u>

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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria Genetica y Biotecnologia,

	Ave.31 entre 158 y 190, Cubanacan, Playa, 10600 Ciudad de La Habana, Cuba
U.S. Patent No. 7,244,411	Centro de Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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 Ingenieria 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-Metalurgcia, 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 Seros, 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	<p>Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba</p> <p>Adanifer S.A., C/O Etude Andrey, Notaries Rue Hans Fries 1, CH-1700 Fribourg, Switzerland</p>
U.S. Patent No. 5,663,156	<p>Laboratorios Dalmer SA, Avenida 25 No. 15819 Playa La Habana 16 11 600, Cuba</p> <p>Adanifer S.A., C/O Etude Andrey, Notaries Rue Hans Fries 1, CH-1700 Fribourg, Switzerland</p>
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	<p>Universidad de la Habana, San Lázaro y L, Plaza de la Revolución, Ciudad de la Habana 10400, Cuba</p> <p>University of Ottawa, 550 Cumberland Street Ottawa K1N 6N5, Canada</p>
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, Sta Avenida, No. 8002 Miramar Ciudad Habana Cuba

U.S. Trademark Serial No. 74620859	ARTEX, S.A. DBA ARTEX CORPORATION CUBA, Sta 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 0 Street Miramar, Havana Cuba
U.S. Trademark Serial No. 77435546	Corporacion CIMEX, S.A. CORPORATION CUBA Edificio Sierra Maestra First Ave. corner of 0 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 Street 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
U.S. Copyrights	All copyrights owned or controlled by defendants and their agents and instrumentalities

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