

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saez Enterprises, Inc.		09/29/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Sterling Foods, Inc.
Street Address:	13100 NW 38 Avenue
City:	Opa Locka
State/Country:	FLORIDA
Postal Code:	33054
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76176083	MURCIANA BRAND
Serial Number:	78154977	CHEGAUCHO
Serial Number:	78461254	CHE GAUCHO
Serial Number:	78179330	EL CHAMO
Serial Number:	78914635	EL CONGO
Serial Number:	77172076	DOÑA LUPE
Serial Number:	77171710	EL COQUI DE SAN JUAN
Serial Number:	78275334	MR. PAISA LA BERRAQUERA
Serial Number:	77003956	CASA DE CAMPO SABOR A LO NUESTRO

CORRESPONDENCE DATA

Fax Number: (305)445-8484
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 305-447-1617
 Email: daniels@sanchelima.com
 Correspondent Name: Sanchelima & Associates, P.A.

OP \$240.00 76176083

900174837

**TRADEMARK
 REEL: 004303 FRAME: 0481**

Address Line 1: 235 SW Le Jeune Road
Address Line 4: Miami, FLORIDA 33134

ATTORNEY DOCKET NUMBER:	300362.1
NAME OF SUBMITTER:	Jesus Sanchelima
Signature:	/js/
Date:	10/25/2010

Total Attachments: 19
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**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. SEND ACKNOWLEDGEMENT TO:
Name: Mariette Leon-Rubado, Esq.

Address: 6780 Coral Way

Address: City/State/Zip: Miami, Florida 33133

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME Sterling Foods Inc.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 13100 NW 78 Avenue		CITY Opa Locka	STATE Florida	POSTAL CODE 33054
1d. TAX ID# 270700689	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Florida	1g. ORGANIZATIONAL ID# P09000066321 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

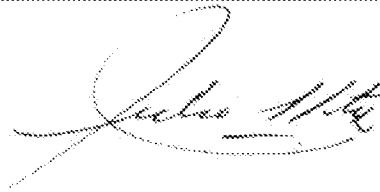
2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME SAEZ ENTERPRISES INC.				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 4001 SW 152 Place		CITY Miami	STATE FL	POSTAL CODE 33185

4. This FINANCING STATEMENT covers the following collateral:

Trademarks listed in Exhibit A attached hereto



5. ALTERNATE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB
	AG. LIEN	NON-UCC FILING	SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

Florida Documentary Stamp Tax is not required.

Exhibit A

Brand Name	Description
MURCIANA BRAND and design Serial # 76176083; Registration #2667971	
CHE GAUCHO (Class #29) Serial # 78154977; Registration #2807469	Argentinean-style fresh & cooked sausage
CHE GAUCHO (Class #30) Serial # 78461254; Registration #3015331	Sauces & dressing
EL CHAMO Serial # 78179330; Registration #2846685	Venezuelan-style fresh & cooked sausage
EL CONGO Serial # 78914635; Registration #3357949	Cuban-style fresh & cooked sausage
DONA LUPE Serial # 77172076; Registration #3502488	Mexican-style fresh & cooked sausage
EL COQUI DE SAN JUAN Serial # 77171710; Registration #3502486	Puerto Rican-style fresh & cooked sausage
EL COQUI Any and all common law right	
MR. PAISA LA BERRAQUERA Serial # 78275334; Registration #2922737	Colombian-style fresh & cooked sausage
CASA DE CAMPO ... Sabor a lo nuestro Serial # 77003956; Registration #3450036	



B. Type of Loan

1. FHA 2. FHLB 3. Conv. Loans 4. VA 5. Conv. Ins.

6. File Number 7. Loan Number 8. Mortgage Insurance Cash Number

C. NOTE: This item is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.d." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower(s):
Marlene Leon-Rubido, Esq.
8700 Canal Way
Miami, Florida 33115

E. Name and Address of Seller(s):
Saez Enterprises Inc.

F. Name and Address of Lender:
Andres Saez

G. Property Location:
Sale and Assignment of Trademarks

H. Name of Settlement Agent:
Marlene Leon-Rubido, Esq.

I. Settlement Date: 9-29-2010 **J. Funding Date:** 9-29-2010

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	375,000.00	401. Contract sales price	375,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	375,000.00	420. Gross Amount Due To Seller	375,000.00
200. Amounts Paid By Or To On Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Earnest deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
210. Seller Financing	125,000.00	510. Seller Financing	125,000.00
211.		511.	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	125,000.00	520. Total Reduction Amount Due Seller	125,000.00
300. Cash At Settlement From To Borrower		600. Cash At Settlement To From Seller	
301. Gross amount due from borrower (line 120)	375,000.00	601. Gross amount due to seller (line 420)	375,000.00
302. Less amounts paid by/for borrower (line 220)	125,000.00	602. Less reductions in amount due seller (line 520)	125,000.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	250,000.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	250,000.00

SELLER'S STATEMENT: The information contained in Blocks E, G, H, and I and on line 401, 406 and 407 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalty of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Signature of Borrower: *Marlene Leon-Rubido* Signature of Borrower: _____ Signature of Seller: *[Signature]* Signature of Seller: _____

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 29 day of September, 2010, between SAEZ ENTERPRISES, INC., a Florida Corporation, ("Seller"), of 4001 SW 152 Place, Miami, Florida 33185 and STERLING FOODS, INC., a Florida Corporation, ("Purchaser") of 13100 NW 38 Avenue, Opa Locka, Florida 33054.

WHEREAS, Seller is the owner of the trademarks (hereinafter referred to as "Marks") as described in Exhibit A attached hereto and incorporated herein.

WHEREAS, Purchaser desire to purchase and Seller desires to sell and transfer to Purchaser said Marks;

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this agreement, the parties agree as follows:

1. Sale of Assets: The Seller shall sell and deliver to Purchaser on the closing date and Purchaser shall purchase from Seller, free of any liabilities and encumbrances, the Marks listed in Exhibit "A" attached hereto. At closing, Seller shall deliver to Purchaser a Bill of Sale and Assignment of Trademarks for said assets. At closing, Seller and Purchaser shall execute and deliver such other documents and instruments and take such other actions as Purchaser may request in order to more fully manifest the intent and purposes under this agreement.

2. Purchase Price: Subject to the terms and conditions of this Agreement and in full consideration for the conveyance, transfer and delivery of the assets of Seller, the purchase price shall be \$375,000.00.

3. Payment of Purchase Price: The purchase price, as provided in paragraph 2 shall be paid by Purchaser to Seller as follows:

\$250,000.00 payable at closing to Seller;

\$125,000.00 shall be paid to Seller, together with interest at the rate of zero percent (0%) per annum, payable in monthly installments of \$10,416.66 for twelve (12) months commencing October 1, 2010.

A late fee of 5% shall be imposed for payments received 5 days after due date. Purchaser shall execute and deliver at closing a separate Promissory Note containing the terms and conditions of above financing.

As security for the payment of the Promissory Note required to be executed by Purchaser, Purchaser shall execute and deliver to Seller at closing, a Security Agreement and Uniform Commercial Code Financing Statement ("UCC-1") in a form satisfactory to Seller as a Lien covering all the assets described in Exhibit "A" attached hereto. Upon payment in full of the Promissory Note, Seller shall execute and deliver to Purchaser a Uniform Commercial Code Release ("UCC-3"). Purchaser appoint Seller as his attorney in fact to execute whatever documents are required to perfect said security interest.

4. Indemnity Against Creditor's Claims: Seller will indemnify Purchaser and hold it harmless against all claims and demands made by any creditors of Seller, including, but not limited to incidental expenses, reasonable attorney's fees and costs of defending such claims. Seller represents that there are no liabilities of any nature (accrued, absolute, contingent or otherwise), liens, encumbrances, or security interests of Seller, including, without limitation, any tax liabilities. Seller warrants that the title conveyed to Purchasers will be free and clear. All of the provisions, warranties and representations in this paragraph shall survive the closing.

In the event, after closing, a debt, encumbrance, claim, charge or lien (hereinafter obligation), that attaches to the title of the trademarks being sold by Saez Enterprises Inc. to Sterling Foods, Inc. is asserted by a third party, Sterling Foods Inc. shall notice Saez Enterprises Inc. of same. In the event any such obligation attaches to the subject trademarks or negatively impacts the normal and customary use of the trademark, Sterling Foods Inc. will give Saez Enterprises, Inc. thirty (30) days notice to settle, pay, bond, or otherwise dispose of the obligation.

In the event said parties fail to dispose of said obligation, Saez Enterprises Inc. will indemnify and hold harmless Sterling Foods Inc. for fifty percent (50%) of the obligation and Sterling Foods Inc. shall be entitled to pay same and deduct it from the next regularly scheduled note payment due to Saez Enterprises Inc. or/and otherwise seek indemnification, including attorneys fees and costs incurred in the matter.

5. Representations by Seller: As a material inducement to Purchaser to enter into this Agreement and close this transaction, Seller makes the following representations and warranties to the Purchaser, all of which shall survive the closing:

(a) Seller is a business corporation duly organized and in good standing existing under the laws of the State of Florida.

(b) The Seller is the owner of and has good, absolute, and marketable title to assets being sold hereunder and that Seller has the complete and unrestricted right, power and authority to sell, transfer, and assign said assets pursuant to this Agreement.

(c) Seller has entered into no other contract relating to the assets. There are no judgments, liens, actions, litigation or proceedings pending or threatened against Seller anywhere.

(d) There are no violations of any kind pending or threatened against the assets. Seller is not in default in any respect under any contract, agreement, lease, or other commitment to which it is a party or otherwise bound. Seller is further not in violation of any term or provision of any charter, bylaw, mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule or regulation, and the execution and delivery of and performance of this agreement will not result in the violation of or be in conflict with or constitute a default under any such instrument or result in the creation of any mortgage, lien, encumbrance or charge upon the assets pursuant to any such term or provision.

(e) The parties acknowledge that the Trademark "El Coqui de San Juan" may not be supported by use. Notwithstanding, Seller transfers and assigns to Purchaser, any and all right it has or may have in said Trademark and in the Common Law rights to "El Coqui". Except as stated herein, Seller has good and marketable title to all of the assets being transferred hereunder. Seller warrants that there are no undisclosed liens or encumbrances on any of the assets, and that simultaneously with the execution of this agreement, any liens or encumbrances on the assets of the business shall be satisfied. The Seller agrees to indemnify the Purchaser for any additional encumbrances that are discovered.

(f) At closing, Seller shall further execute a confidentiality and non-disclosure agreement regarding the **all of the formulas for the Marks** being transferred to Purchaser, along with the Trademarks, to be delivered at closing.

6. Completeness of Representations: No representation, warranty, covenant, or provision contained in this agreement nor any statement, exhibit, or information furnished or to be furnished on behalf of either party under or pursuant to this agreement contains or shall contain any untrue statement of material fact or omits or shall omit to state any material fact necessary to make the statement contained in it not misleading.

7. Closing: The closing shall take place on or before September 22, 2010, unless another time or place is agreed to in writing by all parties. Time is of the essence. At the time of closing, Seller shall execute

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Roz

Exhibit A

Brand Name	Description
MURCIANA BRAND and design Serial # 76176083; Registration #2667971	
CHE GAUCHO (Class #29) Serial # 78154977; Registration #2807469	Argentinean-style fresh & cooked sausage
CHE GAUCHO (Class #30) Serial # 78461254; Registration #3015331	Sauces & dressing
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EL CONGO Serial # 78914635; Registration #3357949	Cuban-style fresh & cooked sausage
DONA LUPE Serial # 77172076; Registration #3502488	Mexican-style fresh & cooked sausage
EL COQUI DE SAN JUAN Serial # 77171710; Registration #3502486	Puerto Rican-style fresh & cooked sausage
EL COQUI Any and all common law right	
MR. PAISA LA BERBAQUERA Serial # 78275334; Registration #2922737	Colombian-style fresh & cooked sausage
CASA DE CAMPO ... Sabor a lo nuestro Serial # 77003956; Registration #3450036	

AS/07

BILL OF SALE

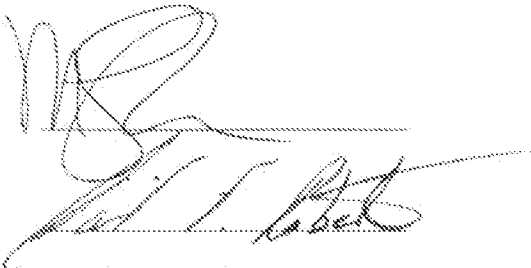
KNOW ALL MEN BY THESE PRESENTS, That SAEZ ENTERPRISES, INC., a Florida Corporation, of 4001 SW 152 Place, Miami, Florida 33185, party of the first part, for and in consideration of the sum of \$10.00, lawful money of the United States, to it paid by STERLING FOODS, INC., a Florida Corporation, of 13100 NW 38 Avenue, Opa Locka, Florida 33054 party of the second part, the receipt whereof is hereby acknowledged, has/have granted, bargained, sold, transferred, and delivered, and by these presents do/does hereby grant, bargain, sell, transfer and deliver unto the said party of the second part, its executors, administrators and assigns, the following goods and chattels:

Trademarks more fully described and listed in Exhibit A, attached hereto.

TO HAVE AND TO HOLD, the same unto the said party of the second part, its executors, administrators and assigns forever.

AND it does for it and its heirs, executors, and administrators, covenant to and with the said party of the second part, its executors, administrators and assigns that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the property, goods and chattels hereby made, unto the said party of the second part, its executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

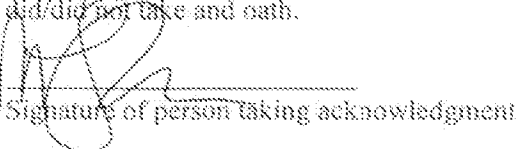
IN WITNESS WHEREOF, it has hereunto set its hand and seal this 29 day of Sept, 2010.



SAEZ ENTERPRISES, INC.
By: Andres Saez
President Seller
And sole shareholder

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29 day of Sept, 2010, by ANDRES SAEZ, as President, ON BEHALF OF SAEZ ENTERPRISES, INC. the above named parties who is/are personally known to me or who produced _____ as identification and who did/did not take and oath.


Signature of person taking acknowledgment

Printed Name, NOTARY PUBLIC

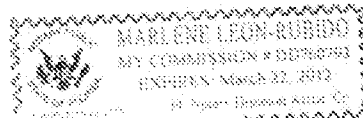


Exhibit A

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EL COQUI Any and all common law right	
MR. PAISA LA BERRAQUERA Serial # 78275334; Registration #2922737	Colombian-style fresh & cooked sausage
CASA DE CAMPO ... Sabor a lo nuestro Serial # 77003956; Registration #3450036	

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CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

This agreement is hereby made and entered into this 21 Day of September, 2010, by and between, SAEZ ENTERPRISES INC., (hereinafter Seller) and STERLING FOODS, INC. (hereinafter Buyer)

Whereas, Seller is the owner of certain trademarks, that are being sold to Buyer, set forth in Exhibit A attached herein;

Whereas, Buyer wishes to protect against the disclosure and communication of confidential information that is proprietary in nature and is intrinsically valuable.

Therefore, in consideration of the mutual covenants, conditions, and agreements entered into by the parties, in preparation for the said purchase of the said business, the parties agree as follows:

Seller, its agents, employees, representatives, owners, and principals, irrevocably agree to keep confidential all information relating to the Trademarks being sold to Buyer and any **and all** formula known to Seller for the manufacture and production of sausages and meat products used in connection with said trademarks (including, but not limited to, the mild/spicy italian sausage, Argentinian sausage, & Colombian sausage) and agree that they shall not attempt to or actually, directly or indirectly, for any reason, disclose to any third party or use for their own benefit or for the benefit of any third party or otherwise reveal or divulge in any manner whatsoever, directly or indirectly, to any third party, said confidential information.

In the event of any breach or threatened breach of this Agreement by Seller, it is acknowledged that the Buyer will suffer an irreparable injury, such that no remedy at law shall afford it adequate protection against or appropriate compensation for such injury. Accordingly, the Buyer shall be entitled, without waiving any other rights or remedies, to specific performance of the Seller's obligations, as well as such other injunctive relief as may be granted by a court of competent jurisdiction against the Seller or any of his/her respective agents, representatives, employers, employees, family members, and/or any persons or entities acting directly or indirectly by or with the Seller. If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to it may be entitled.

In witness whereof, the parties have executed this agreement on the dates indicated next to their signatures.

WITNESSES:

Saez Enterprises Inc.

by: Andres Saez, President

Sterling Foods Inc.

by: Julio César Cortez, President

TRADEMARK

REEL: 004303 FRAME: 0491

Exhibit A

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CASA DE CAMPO ... Sabor a lo nuestro Serial # 77003956; Registration #3450036	

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of 29 of September, 2010 from SAEZ ENTERPRISES, INC., a Florida Corporation, of 4001 SW 152 Place, Miami, Florida 33185 ("ASSIGNOR"), To STERLING FOODS, INC., a Florida Corporation, of 13100 NW 38 Avenue, Opa Locka, Florida 33054 ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks (the Marks") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein,

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

[Signature]

SAEZ ENTERPRISES, INC.

By: [Signature]
ANDRES SAEZ, President,
And sole shareholder, Seller

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29 day of Sept, 2010, by ANDRES SAEZ, as President, ON BEHALF OF SAEZ ENTERPRISES, INC. the above named parties who is/are personally known to me or who produced _____ as identification and who did/did not take and oath.

[Signature]
Signature of person taking acknowledgment

Marlene Leon-Rubido
Printed Name, NOTARY PUBLIC

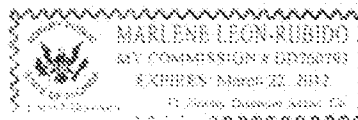


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CASA DE CAMPO ... Sabor a lo nuestro Serial # 77003956; Registration #3450036	

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INDEMNITY AGREEMENT

This agreement is hereby made and entered into this 24 Day of September, 2010, by and between, SAEZ ENTERPRISES INC., JOSE SAEZ, and STERLING FOODS, INC.

Whereas, Jose Saez is selling all of his shares in Saez Enterprises Inc. to Andres Saez;

Whereas, Saez Enterprises Inc. is the owner of certain trademarks that is being sold to Sterling Foods Inc., set forth in Exhibit A attached herein;

Whereas, in connection with the sale of the trademarks, Sterling Foods Inc. will owe Saez Enterprises, Inc. the sum of \$125,000.00, pursuant to the promissory note, security agreement and collateral assignment of trademark being executed at closing.

Therefore, in consideration of the mutual covenants, conditions, and agreements entered into by the parties, in preparation for the said purchase of the said business, the parties agree as follows:

1. In the event, after closing, a debt, encumbrance, claim, charge or lien (hereinafter obligation), that attaches to the title of the trademarks being sold by Saez Enterprises Inc. to Sterling Foods, Inc. is asserted by a third party, Sterling Foods Inc. shall notice Saez Enterprises Inc. and Jose Saez of same. In the event any such obligation attaches to the subject trademarks or negatively impacts the normal and customary use of the trademark, Sterling Foods Inc. will give Saez Enterprises, Inc. and Jose Saez thirty (30) days notice to settle, pay, bond, or otherwise dispose of the obligation.

2. In the event said parties fail to dispose of said obligation, Saez Enterprises Inc. will indemnify and hold harmless Sterling Foods Inc. for fifty percent (50%) of the obligation and Sterling Foods Inc. shall be entitled to pay same and deduct it from the next regularly scheduled note payment due to Saez Enterprises Inc. or otherwise seek indemnification, including attorneys fees and costs incurred in the matter.

3. In the event said parties fail to dispose of said obligation, Jose Saez will indemnify and hold harmless Sterling Foods Inc. for fifty percent (50%) of the obligation and Sterling Foods Inc. shall be entitled to pay same and deduct it from any sums which may be due from Sterling Foods Inc. to Jose Saez or otherwise seek indemnification, including attorneys fees and costs incurred in the matter.

In witness whereof, the parties have executed this agreement on the dates indicated next to their signatures.

WITNESSES:

Saez Enterprises Inc.

by: Andres Saez, President

Jose Saez

Sterling Foods Inc.

by: Julio Cesar Cortez, President

COLLATERAL ASSIGNMENT OF TRADEMARK

This Collateral Assignment of Trademark, made this 29 day of Sept, 2010 under the laws of the State of Florida, between SAEZ ENTERPRISES INC., of 4001 SW 152 Place, Miami, Florida 33185, herein called the "Lender", and STERLING FOODS, INC., a Florida Corporation, of 13100 NW 38 Avenue, Opa Locka, Florida 33054, herein called the "Borrower".

Borrower has entered into a Loan and Security Agreement with Lender under which Lender has agreed to make a certain loan available to Borrower. The Lender is willing to make such loans under the Loan Agreement upon the condition, among others, that Borrower execute and deliver this Agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF LOAN AGREEMENT. The Loan Agreement (and all agreements referred to or incorporated in the Agreement) is incorporated by this reference. All capitalized terms not otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement.

2. COLLATERAL ASSIGNMENT OF TRADEMARKS. To secure the prompt payment and performance of all of Borrower's present and future indebtedness and Obligations to Lender (collectively, the "DEBT") Borrower hereby grants to Lender a continuing security interest in, and, to the extent provided in SECTION 4 hereof, shall assign, transfer and convey, to the Lender all right, title and interest, in the United States and throughout the world, in, to and under the following (all of which are collectively called the "COLLATERAL") whether now existing or hereafter created or acquired:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower (including, without limitation, those listed on Exhibit A attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all Borrower's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "TRADEMARKS");

3. CONTINUING LIABILITY. Borrower expressly agrees that, notwithstanding anything to the contrary in this Agreement, it shall remain liable under each license, interest and obligation assigned to the Lender under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrower and shall retain the right to sue and recover for past, present and future infringements thereof. The Lender shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Lender or the receipt by the Lender of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.



TRADEMARK

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In the event, after closing, a debt, encumbrance, claim, charge or lien (hereinafter obligation), that attaches to the title of the trademarks being sold by Saez Enterprises Inc. to Sterling Foods, Inc., is asserted by a third party, Sterling Foods Inc. shall notice Saez Enterprises Inc. of same. In the event any such obligation attaches to the subject trademarks or negatively impacts the normal and customary use of the trademark, Sterling Foods Inc. will give Saez Enterprises, Inc. thirty (30) days notice to settle, pay, bond, or otherwise dispose of the obligation...

In the event said parties fail to dispose of said obligation, Saez Enterprises Inc. will indemnify and hold harmless Sterling Foods Inc. for fifty percent (50%) of the obligation and Sterling Foods Inc. shall be entitled to pay same and deduct it from the next regularly scheduled note payment due to Saez Enterprises Inc. or otherwise seek indemnification, including attorneys fees and costs incurred in the matter...

4. EFFECT OF COLLATERAL ASSIGNMENT AND REMEDIES. Borrower agrees that upon the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreement, the Lender, upon providing Borrower with a thirty (30) day written notice of default, Lender shall be entitled to commence legal proceedings against Borrower.

5. POWER OF ATTORNEY. N/A

6. SPECIFIC PERFORMANCE; INJUNCTIVE RELIEF. Borrower agrees that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Agreement and any other collateral security document, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

7. REPRESENTATION AND WARRANTIES. Borrower represents and warrants that Exhibit A contains a complete and correct list of all the trademark registrations and trademark applications, (i) owned by the Borrower or (ii) licensed to or by Borrower. Except as set forth in Exhibit A, Borrower owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of their businesses as currently conducted, as previously conducted or as currently proposed to be conducted.

The transactions contemplated by this Agreement will have no adverse effect on any of Borrower's rights in and to the Collateral. Borrower further agrees that it will at its expense, at the Lender's request, defend the Lender's and Borrower's respective interests in the Collateral from any and all claims and demands of any other person arising from or made by Borrower's creditors and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement.

8. COVENANTS REGARDING COLLATERAL.

(a) Borrower shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, and brochures in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark with the appropriate notice of application or registration on applicable products or services, (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated, abandoned or unenforceable (iv) prosecute diligently any trademark application, which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

AS 

(b) Borrower shall notify the Lender reasonably promptly if it knows, or has reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) Borrower will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Borrower shall provide reasonably prompt notice to Lender and take such action as Borrower shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

9. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. NO WAIVER; CUMULATIVE REMEDIES. The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lender, and then only to the extent therein set forth. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or any other agreements between the parties.

11. WAIVERS; AMENDMENTS. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

12. LIMITATIONS BY LAW. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

13. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreements or any other collateral security document. This Agreement may be signed in separate counterparts.

AS [Signature]

14. TERMINATION AND REASSIGNMENT. The Lender agrees that upon the termination or expiration of the Loan Agreement and termination of any obligations of Lender to make loans to Borrower and the payment and performance in full of all the Obligations, the Lender will promptly execute documents releasing the security interests created hereby and to reassign Lender's interest in the collateral to Borrower, without warranty, representation or guaranty of any nature or kind.

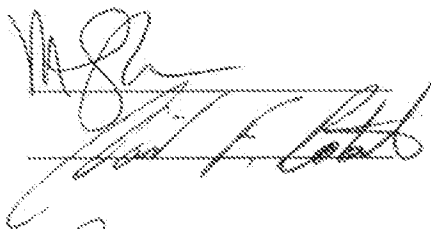
15. APPLICABLE LAW. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

17. WAIVER OF JURY TRIAL. THE LENDER AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE LENDER NOR THE BORROWER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE BORROWER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.


In Witness Whereof, the Parties have respectively signed and sealed these presents the day and year first above written.

WITNESSES:



Two handwritten signatures are present, each written over a horizontal line. The first signature is in dark ink and appears to be 'M. S. ...'. The second signature is in lighter ink and appears to be 'J. F. ...'.

Saez Enterprises Inc.



By: Andres Saez, President, Lender

A large, stylized handwritten signature in dark ink is written over a horizontal line. The signature is highly cursive and loops around.



A handwritten signature in dark ink, appearing to be 'A.S. ...', is written over a horizontal line.

TRADEMARK

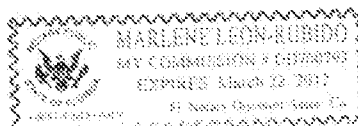
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STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29 day of Sept, 2010, by Andres Saez as President of Saez Enterprises Inc. the above named parties who is/are personally known to me or who produced _____ as identification and who did/did not take and oath.

[Signature]
Signature of person taking acknowledgment

Marlene Leon Rubido
Printed Name, NOTARY PUBLIC



[Signature]

STERLING FOODS, INC.,

[Signature]

By: By: JULIO CESAR CORTEZ, President
Borrower

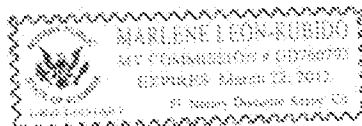
[Signature]

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29 day of Sept, 2010, by JULIO CESAR CORTEZ, as President, ON BEHALF OF STERLING FOODS, INC. the above named parties who is/are personally known to me or who produced _____ as identification and who did/did not take and oath.

[Signature]
Signature of person taking acknowledgment

Marlene Leon Rubido
Printed Name, NOTARY PUBLIC



AS

Exhibit A

Brand Name	Description
MURCIANA BRAND and design Serial # 76176083; Registration #2667971	
CHE GAUCHO (Class #29) Serial # 78154977; Registration #2807469	Argentinean-style fresh & cooked sausage
CHE GAUCHO (Class #30) Serial # 78461254; Registration #3015331	Sauces & dressing
EL CHAMO Serial # 78179330; Registration #2846685	Venezuelan-style fresh & cooked sausage
EL CONGO Serial # 78914635; Registration #3357949	Cuban-style fresh & cooked sausage
DONA LUPE Serial # 77172076; Registration #3502488	Mexican-style fresh & cooked sausage
EL COQUI DE SAN JUAN Serial # 77171710; Registration #3502486	Puerto Rican-style fresh & cooked sausage
EL COQUI Any and all common law right	
MR. PAISA LA BERRAQUERA Serial # 78275334; Registration #2922737	Colombian-style fresh & cooked sausage
CASA DE CAMPO ... Sabor a lo nuestro Serial # 77003956; Registration #3450036	