

05-14-1998

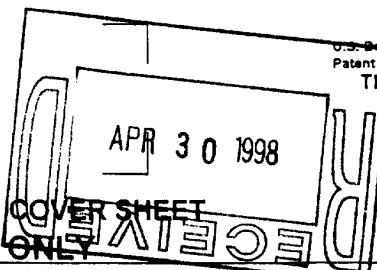
FORM PTO-1618/  
Expires 08/30/99  
OMB 0651-0027



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

05/11/1998 DCOATES 00000142 1788369

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1788369"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Manuel R. Valcarcel, Esq.

Name of Person Signing

  
Signature

April 28, 1998  
Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, IBERIA WINES CORP., a Florida corporation having its principal office located at 7541 N.E. 3rd Place, Miami, Florida 33138, hereinafter, "ASSIGNOR," has adopted, used, licensed use, is using and is the owner of all right, title and interest in and to the trademark shown on Schedule A attached hereto ("The Mark"), which includes U.S. and foreign trademark applications, registrations, trademarks, service marks, or trade names used at common law; and

WHEREAS, La Tropical Brewing Company, a Florida corporation, having its principal office located at 910 Catalonia Avenue, Coral Gables, Florida 33134, hereinafter, "ASSIGNEE," is desirous of acquiring the entire right, title and interest in, to and under The Mark, and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers and conveys unto ASSIGNEE, its successors and assigns, all right, title and interest in and to: (a) The Mark; (b) any and all registrations of The Mark, whether state, federal or foreign; (c) any and all applications to register The Mark, whether state, federal or foreign; (d) all common law rights in, to and under The Mark; (e) all other rights in, to and under The Mark, together with the goodwill of the business symbolized by The Mark; (f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to The Mark and/or the goodwill under The Mark; and (g) all claims or causes of action ASSIGNOR has or

may have in connection with The Mark, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of The Mark.

AND, FURTHER, ASSIGNOR hereby covenants that it is the sole owner of The Mark, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

This Trademark Assignment is executed and delivered pursuant to that certain Trademark Letter Agreement by and between Assignor and Assignee dated as of November 10, 1997, a copy of which is attached hereto, and is subject to Assignor's rights to payment of the "Royalty" and Assignor's remedies in the event of a default in the payment of said Royalty, as provided in said Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK.]



Mr. Jesus Garcia  
President  
Iberia Wines Corp.  
7541 N.E. 3d Place  
Miami, Florida 33138

November 10, 1997

Ref.: CERVECERIA TROPICAL, INC.

Dear Jesus:

The following states the terms of our option to purchase Cerveceria Tropical Inc., a Florida corporation, plus all rights in the US trademark plus Puerto Rico registration for Tropical beer (collectively "Tropical"), by PTI Corporation from Iberia Wines Corp.

Iberia hereby agrees to give PTI an option to purchase all rights to Tropical during a period of 150 days from the date of signature hereof. During such period Iberia hereby agrees not to sell or license the Tropical trademark or sell any shares of stock in Cerveceria Tropical, Inc. to any party other than PTI. At any time during this period PTI may exercise this Option to purchase by giving Iberia written notice thereof, upon which notice Iberia shall sell Tropical to PTI. PTI shall pay a non-refundable \$3,750 deposit for this Option, receipt of which is hereby acknowledged subject to clearance. This deposit shall be applicable to the purchase price if PTI elects to exercise this option. Iberia hereby represents that it owns free and clear all shares of stock in Cerveceria Tropical, Inc, and all rights to the Trademark "Tropical."

2) Upon exercise of the option, the sale and purchase shall be effected upon the following terms:


a) PTI shall purchase, and Iberia shall sell, the Tropical beer trademark plus all of the shares of Cerveceria Tropical, Inc. for \$50,000 payable within 15 days of the date of exercise of this Option; plus a royalty of \$0.15 per case of Tropical beer sold in the continental US and Puerto Rico, during the 5 years next following the date of exercise of the option, up to a maximum of 500,000 cases or \$75,000. This royalty shall be payable quarterly within ten days of the last day of the quarter, calculated on payments actually received and cleared during the preceding quarter. A case is defined as 24 twelve-ounce bottles or cans.

b) At the time of closing, upon the payment of a cashier's check for \$50,000, Iberia shall deliver the following:

i) documentation effecting the assignment of the trademark registration "Tropical" for the U.S. and Puerto Rico, which assignment shall register the royalty fee agreement; and stipulate that in the event of default in the payment of said royalties Iberia, as assignor, shall have the right to demand, in writing, payment of all royalties due. In the event that such default is not cured within 60 days, then Iberia shall have the right to occasion the sale of the Tropical trademark to the highest bidder; provided, however, that at any time up to the time of actual sale, PTI may cure such default by paying all royalties then due. Proceeds from such sale shall be first distributed to Iberia in payment for such royalties, up to the lesser of a) \$75,000 minus any other royalties paid prior to such sale; or b) the amount of the purchase price for such trademark minus any royalties paid prior to such sale, up to \$75,000; and any remaining balance shall be paid to PTI.

ii) Assignment of stock certificates representing 100% of the shares of Cerveceria Tropical, Inc.

iii) The transfer of such shares and trademark shall be free of all claims, debts, liabilities, or encumbrances. Iberia shall deliver an affidavit executed by Jesus Garcia as President of Iberia Wines, Corp., representing that Cerveceria Tropical, Inc. has no claims, debts, liabilities, or encumbrances, and that the Trademark is registered and that all rights can be assigned to PTI, and that there are no claims, debts, liabilities, or encumbrances pending or threatened against it; and a corporate resolution stating that Jesus Garcia is duly authorized by Iberia to execute the following documents.

 iv) Iberia represents that Cerveceria Tropical Inc. is a Florida corporation in good standing and that the Tropical beer trademark and Puerto Rico registration are registered and in good standing; that Iberia owns all rights to such corporation and to the US trademark and Puerto Rico registration for Tropical beer; and that at the time of closing there shall be no claims or liens of third parties pending or threatened, against such corporation, trademark, or registration; PTI acknowledges that it has been informed by Iberia that the Puerto Rico registration has not, as of the date of signature of this option, been transferred to Iberia from its previous owner, and that Iberia will do all acts necessary to accomplish the transfer of such registration to Iberia, so that Iberia can transfer to PTI if this option is executed; or otherwise agrees to accomplish its transfer directly to PTI upon its execution of this option.

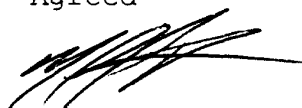
v) Within 15 days of execution of this Option, Iberia shall provide PTI with true and correct copies of the corporate



documents and proof of good standing, and of such trademark and Puerto Rico registration.

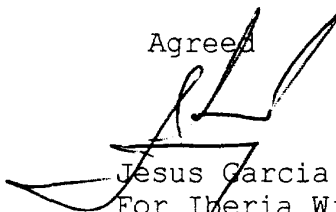
vi) This agreement does not include a sale of the trade name Malta Tropical.

Agreed



Manuel J. Portuondo  
for PTI Corporation  
a Florida corporation

Agreed



Jesus Garcia  
For Iberia Wines Corp.  
a Florida corporation

**SCHEDULE A**

**Mark:** "TROPICAL"

**A. Registrations**

1. United States Patent and Trademark Office Registration No. 1,788,369  
Class: International Class 32- Beer  
First Use: June 4, 1992  
Date Registered: August 17, 1993
  
2. Commonwealth of Puerto Rico Registration No. 31,640  
Class: International Class 32-Cerveza  
First Use: June 4, 1992  
Date Registered: August 21, 1992