

10-11-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TEQUILA CUERVO LA ROJEÑA, S.A. DE C.V.

09/25/01

- Individual(s)
- General Partnership
- Corporation - Mexico
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

TABERNA DEL TEQUILA S.A. DE C.V.
Kepler 49-B, Colonia Nueva Anzures
11590 Mexico D.F., Mexico

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Mexico
- Other



09-25-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #56

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 1, 2001

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

2211802
2345949
2301280

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017

6. Total number of applications and registrations involved:..... **3**

7. Total fee (37 CFT 3.41): \$ 90.00
 Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)
 Authorized to be charged to deposit account
Deposit account number: 01-0035
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM

9/25/01

Signature

Date

10/10/2001 DBYRNE 0000070221802

Total number of pages comprising cover sheet, attachments and documents: **3**

01 FC:481
02 FC:482

40.00 OP
50.00 OP

ASSIGNMENT

WHEREAS, TEQUILA CUERVO LA ROJEÑA, S.A. DE C.V., a company organized and existing under the laws of Mexico, with an office at Circunvalacion Sur, #44A, Fraccionamiento Las Fuentes, Zapopan Jalisco, Codigo 45070, Mexico (hereinafter called the ASSIGNOR) is the owner of the TEQUILERIA Trademarks (as more fully defined below) in respect of bar and restaurant services and other goods and/or services;

AND WHEREAS, TABERNA DEL TEQUILA S.A. DE C.V., a company organized and existing under the laws of Mexico, with an office at Kepler 49-B, Colonia Nueva Anzures, 11590 Mexico D.F., Mexico (hereinafter called the ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to the TEQUILERIA Trademarks and all registrations and applications for the TEQUILERIA Trademarks throughout the world.

NOW, THEREFORE, for twenty thousand dollars (\$20,000) the said ASSIGNOR by these presents does hereby sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, its entire right, title and interest in and to the TEQUILERIA Trademarks throughout the world, together with that part of the goodwill of the ASSIGNOR's business connected with the use of and symbolized by the TEQUILERIA Trademarks. For purposes of this Assignment, the TEQUILERIA Trademarks includes the trademarks set forth on the attached Schedule A, as well as all trademarks and names including the word TEQUILERIA, as well as the trade dress associated with the operation of bars and restaurants (hereinafter "Business") identified with the TEQUILERIA Trademarks including but not limited to the layout, design, decor and signage as used in connection with the Business which may distinguish the goods and services associated with the Business. This assignment includes the registrations and applications for the TEQUILERIA Trademarks set forth on the attached Schedule A, as well as all right, title and interest the ASSIGNOR may have to the TEQUILERIA Trademarks in all countries of the world, whether by use, registration, application or otherwise.

Should said ASSIGNOR own any other registration or application for the TEQUILERIA Trademarks, in any country or jurisdiction, other than those listed in the attached Schedule A, by this assignment ASSIGNOR does hereby transfer all of its rights, title and interest thereto to ASSIGNEE.

ASSIGNOR agrees to execute whatever documents are necessary, in ASSIGNEE's opinion, to record the transfer of the TEQUILERIA Trademarks assigned hereunder in any country or jurisdiction of the world.

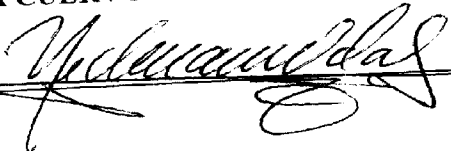
ASSIGNOR recognizes ASSIGNEE's ownership and title to the TEQUILERIA Trademarks throughout the world and ASSIGNOR shall not, directly or indirectly, claim adversely to ASSIGNEE any right, title or interest in and to the TEQUILERIA Trademarks in any country or jurisdiction of the world nor shall ASSIGNOR attack the validity of this Assignment. ASSIGNOR also agrees not to attempt to register or to use or to aid any third party in attempting to register or to use any trademark or service mark which may be, in the opinion of ASSIGNEE, confusingly similar to the TEQUILERIA Trademarks.

The provisions herein extend to successors and/or assigns of the parties.


The consideration of twenty thousand dollars (\$20,000) shall be paid to ASSIGNOR in ten (10) equal annual installments of \$2,000. The first payment shall be due on January 1, 2002. Notwithstanding the foregoing, no annual payment shall be due unless ASSIGNEE shall have earned at least \$2,000 in royalties as the result of the licensing of the TEQUILERIA Trademarks during the calendar year immediately prior to the date the payment is due. If any such annual payment is not made as a result of the foregoing, no payment shall be due for that year.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this Assignment with effect from the 1st day of July, 2001.

TEQUILA CUERVO LA ROJEÑA, S.A. DE C.V.

By: 
Title:

TABERNA DEL TEQUILA S.A. DE C.V.

By: 
Title:

SCHEDULE A

COUNTRY

TRADEMARK

NO.

United States of America
United States of America
United States of America

TEQUILERIA
TEQUILERIA and Design
TEQUILERIA

2211802
2345949
2301280

