

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Destiladora Don Francisco SA DE CV		02/09/2004	CORPORATION: MEXICO

RECEIVING PARTY DATA

Name:	Tequilas Las Siete Marcas Sa De Cv.
Street Address:	Quebec 1090 Col. Providencial
City:	Guadalajara, Jalisco
State/Country:	MEXICO
Entity Type:	CORPORATION: MEXICO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2695914	CHUPA CHUPA

CORRESPONDENCE DATA

Fax Number: (312)521-2875  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3125212775  
 Email: asacharoff@muchshelist.com  
 Correspondent Name: Adam K Sacharoff  
 Address Line 1: 191 N. Wacker Drive, Suite 1800  
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	0003035.0001
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DOMESTIC REPRESENTATIVE

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

CH \$40.00 2695914

NAME OF SUBMITTER:

Adam K Sacharoff

Total Attachments: 3

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### Assignment of Trademark

This Agreement, made as of this 09 day of February 2004, by and between DESTILERIA DON FRANCISCO SA DE CV. with its principal place of business at RIDGECREST 59 TEPATITLAN JALISCO MEXICO ("hereinafter Assignor"), and TEQUILAS LAS SIETE MARCAS SA DE CV. with its principal place of business at INDEPENDENCIA 157 ACATLAN DE JUAREZ JALISCO MEXICO represented by MR. JAVIER CANDELARIA OLIVA President of the Board ("hereinafter Assignee")

### LEGAL BASIS Assignment of Marks

#### *Assignability of Marks in Applications and Registrations*

*Extract from 15 U.S.C. §1060(a). A registered mark or a mark for which an application to register has been filed shall be assignable with the good will of the business in which the mark is used, or with that part of the good will of the business connected with the use of and symbolized by the mark. Notwithstanding the preceding sentence, no application to register a mark under section 1(b) shall be assignable prior to the filing of an amendment under section 1(c) to bring the application into conformity with section 1(a) or the filing of the verified statement of use under section 1(d), except for an assignment to a successor to the business of the applicant, or portion thereof, to which the mark pertains, if that business is ongoing and existing. In any assignment authorized by this section, it shall not be necessary to include the good will of the business connected with the use of and symbolized by any other mark used in the business or by the name or style under which the business is conducted. Assignments shall be by instruments in writing duly executed....*

*Extract from 37 C.F.R. §3.1. \*\*\* Assignment means a transfer by a party of all or part of its right, title and interest in a patent or patent application, or a transfer of its entire right, title and interest in a registered mark or a mark for which an application to register has been filed*

### WITNESSETH

**WHEREAS, Assignor** is the OWNER of inter alia US REGISTRATION 2,695,914 CHUPA CHUPA international Class 033 for TEQUILA AND MEZCAL

**WHEREAS, Assignee** recognizes and acknowledge that the Trademark Registration is in force in the Patent & Trademark Office in Washington DC.

**WHEREAS** Assignor's right, title is interest in and to the hereinabove mentioned trademark registration.

**NOW THEREFORE**, in consideration of the premises and the terms and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. - Assignor hereby further Sells, assigns, transfers, and sets over unto Assignee, the above registration in United States of America of assignor's entire right, title and interest in and to said trademark.
- 2. - Assignor further conveys to Assignee the above Trademark of all priority rights resulting from the above-identified trademark
- 3. - Assignor agrees to execute all papers, give any required testimony and perform other lawful acts, at Assignee's expense, as Assignee may require to enable Assignee to perfect Assignee's interest, and to acquire, hold, enforce, convey, and uphold the validity of said trademark registration and issues and extensions thereof, and Assignee's interest therein.
- 4. - This Agreement shall not be altered or modified without the written consent of the parties.

**In testimony whereof the parties sign on the date below.**

**ASSIGNOR**

**DESTILADORA DON FRANCISCO SA DE CV**




DANIEL MUÑOZ  
PRESIDENT OF THE BOARD

DATE: Feb 9 - 2004

**ASSIGNEE**

**TEQUILAS LAS SIETE MARCAS SA DE CV.**



JAVIER CANDELA RIA OLIVA  
PRESIDENT OF THE BOARD