

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:	Independencia 157 Acatlan De Juarez
City:	Jalisco
State/Country:	MEXICO
Entity Type:	CORPORATION: MEXICO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2695915	CAÑABAR

CORRESPONDENCE DATA	
Fax Number:	(312)521-2875
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3125212775
Email:	asacharoff@muchshelist.com
Correspondent Name:	Much Shelist Freed Denenberg Ament & Rub
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 2695915

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 2,695,915 CAÑABAR 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 und perform other lawful acts, at Assignees 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 reissues 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 7 - 2004

ASSIGNEE

TEQUILAS LAS SIETE MARCAS SA DE CV.


JAVIER CANDELARIA OLIVA
PRESIDENT OF THE BOARD

Word Mark CAÑABAR

Goods and Services IC 033. US 047 049. G & S: AGUARDIENTE AND TEQUILA.
FIRST USE: 20011018. FIRST USE IN COMMERCE: 20020315

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 78132007

Filing Date May 30, 2002

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition December 17, 2002

Registration Number 2695915

Registration Date March 11, 2003

Owner (REGISTRANT) DESTILERIA DON FRANCISCO SA DE CV
CORPORATION MEXICO RIDGECREST 59 TEPATITLAN
MEXICO 47600

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE