

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BFC Tequila Limited		05/24/2007	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	Tequila Orendain de Jalisco, S.A. De C.V.		
Street Address:	Prolongacion Av. Vallarta No. 6230		
Internal Address:	Col. Jocotan, Zapopan		
City:	CP 45017 Jalisco		
State/Country:	MEXICO		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1554972	ORENDAIN	
Registration Number:	2063773	ORENDAIN OLLITAS	
Registration Number:	2742643	ORENDAIN OLLITAS	
Registration Number:	2753493	OLLITAS	
Registration Number:	2764655	ALMENDRADO ORENDAIN	
Registration Number:	2784561	ORENDAIN	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-861-7357		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Grant A. Monachino		
Address Line 1:	1900 East 9th Street		
Address Line 2:	3200 National City Center		
Address Line 4:	Cleveland, OHIO 44114		

CH \$165.00 1554972

ATTORNEY DOCKET NUMBER:

090762-000001

DOMESTIC REPRESENTATIVE

Name: Grant A. Monachino
Address Line 1: 1900 East 9th Street
Address Line 2: 3200 National City Center
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:

Grant A. Monachino

Signature:

/Grant A. Monachino/

Date:

11/01/2007

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

ENTERED INTO EFFECTIVE AS OF MAY 24, 2007 BY AND BETWEEN BFC TEQUILA LIMITED, HEREIN REPRESENTED BY ITS DIRECTOR MR. LUIS FELIPE ORTIZ CERVANTES (HEREINAFTER REFERRED TO AS "BFCTL"), AND TEQUILA ORENDAIN DE JALISCO, S.A. DE C.V., REPRESENTED IN THIS ACT BY MR. CARLOS ORENDAIN HERNANDEZ (HEREINAFTER REFERRED TO AS "TOJ"), ACCORDING TO THE FOLLOWING REPRESENTATIONS AND CLAUSES.

REPRESENTATIONS:

I. BFCTL hereby represents:

- a) To be a corporation duly organized and existent in accordance with the laws of Ireland, and to have among its main corporate purpose, the production, distribution and sale of alcoholic beverages.
- b) To have its address at Robin Hood Road, Dublin 22, Ireland.
- c) That its legal representative in this act has sufficient authority to execute this Agreement, authority that has not been limited or revoked in any manner whatsoever.
- d) That it is the owner of several trademark registrations and applications in different jurisdictions for one or more of the marks (including, where applicable, designs)

ORENDAIN
TEQUILA ORENDAIN
OLLITAS
ORENDAIN OLLITAS
TEQUILA ORENDAIN OLLITAS
ALMENDRADO ORENDAIN

which registrations and applications are listed in Exhibit A of this Agreement (hereinafter the "TRADEMARKS").

II. TOJ hereby represents:

- a) To be a corporation duly organized and existent in accordance with the laws of the United Mexican States ("Mexico"), and to have among its main corporate purpose, the production, distribution and sale of tequila and alcoholic beverages.

b) To have its address at Prolongacion Av. Vallarta No. 6230, Col. Jocotan, Zapopan, CP 45017 Jalisco, Mexico.

c) That its legal representative in this act has sufficient authority to formalize this agreement, authority that has not been limited or revoked in any manner whatsoever.

III.- Both parties represent:

That it is their wish to execute this Trademark Assignment Agreement in accordance with the following:

CLAUSES:

FIRST. ASSIGNMENT.- BFCTL hereby irrevocably assigns, transfers and conveys, in ownership and domain, without reservation or any limitation whatsoever to TOJ, all rights, titles and interests directly or indirectly related to an in the TRADEMARKS, including all assignable rights derived from or related with the TRADEMARKS including all registrations and applications which may have been filed or issued worldwide in respect thereto and any renewals thereof, together with all assignable related rights, trade dress and the goodwill of the business associated therewith or symbolized thereby and TOJ hereby accepts such assignment and conveyance.

1.1 The assignment and conveyance hereunder includes all the TRADEMARKS and all rights, titles and interests directly and/or indirectly related to and in the TRADEMARKS, according to law.

1.2 BFCTL agrees not to use and/or register, directly or indirectly through any direct family member, agent, employee, Affiliate or representative, nor cause its affiliates to use and/or register anywhere in the world any of the TRADEMARKS, or any trademark identical or confusingly similar thereto, or any distinctive signs, trademarks, service marks, slogans, trade names, names, copyrights, copyrights' registrations for exclusive rights, designs, artistic works, legends, domain names, inventions, industrial designs, utility models and/or any other intellectual property right, confusingly identical or similar to the TRADEMARKS. Also, BFCTL hereby irrevocably assigns to TOJ any and all right it has or may have resulting from the use of the TRADEMARKS according to law.

1.3 This assignment shall also include, as long as the law so provides, all causes of action and the right to sue, counterclaim, and recover (for the sole use and benefit of TOJ and its successors, assigns, or other legal representatives) for past, present, and future infringement, misappropriation, or dilution of the rights assigned to TOJ hereunder, and all rights corresponding thereto throughout the world together with the right to sue for and collect the same.

SECOND. PAYMENT.- BFCTL and TOJ acknowledge and accept that the consideration for the assignment of the TRADEMARKS has already been agreed and already been paid by TOJ to BFCTL; therefore, BFCTL hereby acknowledges having received full consideration for the transfer of the TRADEMARKS and grants TOJ the broadest receipt as may be required under the applicable law.

THIRD. BFCTL'S LIABILITIES.- BFCTL agrees to transfer the TRADEMARKS as of the date of execution hereof to TOJ.

REDACTED


REDACTED

THE PARTIES HERETO, HAVING READ THIS AGREEMENT AND FULLY AWARE OF ITS VALUE, CONTENTS AND SCOPE, HAVE RATIFIED AND SIGNED IT IN GUADALAJARA, JALISCO, MEXICO ON MAY 24, 2007 AND EFFECTIVE AS OF THE DATE SET FORTH AT THE BEGINNING OF THIS AGREEMENT.

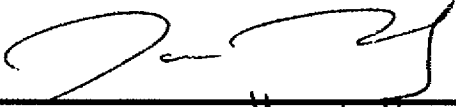
"BFCTL"
BFC Tequila Limited

By: 
Mr. Luis Felipe Ortiz Cervantes

"TOJ"
Tequila Orendain de Jalisco, S.A. de C.V.

By: 
Mr. Carlos Orendain Hernández

WITNESS



Mr. Juan Manuel Maurice Gumbay

WITNESS



Mr. Marcela Orendan

EXHIBIT "A" TO TRADEMARK ASSIGNMENT AGREEMENT

LIST OF TRADEMARKS

REDACTED

Mark	Country Name	Class	Application No.	App. Date	Registration No.	Registration Date	TM Status (Apr. 2007)	G&S Description
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REDACTED

ORENDAIN OLLITAS & Design (Label)	United States (USA)	33	74/634,683	2/15/1995	2,063,773	5/20/1997	Registered	Tequila and liqueurs
ALMENDRADO ORENDAIN	United States (USA)	33	75933382	3/2/2000	2764655	9/16/2003	Registered	Alcoholic beverages, namely distilled spirits
ORENDAIN	United States (USA)	33	75/933,053	3/2/2000	2,784,561	11/18/2003	Registered	Alcoholic beverages, namely distilled spirits
OLLITAS	United States (USA)	33	75/933,383	3/2/2000	2,753,493	8/19/2003	Registered	Alcoholic beverages, namely distilled spirits
ORENDAIN OLLITAS	United States (USA)	33	75/933,379	3/2/2000	2,742,643	7/29/2003	Registered	Alcoholic beverages, namely distilled spirits

Mark	Country Name	Class	Application No.	App. Date	Registration No.	Registration Date	TM Status (Apr. 2007)	G&S Description
ORENDAIN (Stylized)	United States (USA)	33	73/687,893	10/5/1987	1,554,972	9/5/1989	Registered	Tequila and Liqueurs

REDACTED