

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
Blavod Extreme Sprits USA, Inc.		08/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Diamante Spirits, LLC		
Street Address:	381 Mallory Station Road		
Internal Address:	Suite 211		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78644639	TEQUILA HECHO ARTÍCULOS A MANO EL DIAMANTE DEL CIELO TEQUILA PRODUCCIÓN LIMITADA HECHO EN MEXICO	
Serial Number:	77293515	HECHO ARTÍCULOS A MANO EL DIAMANTE DEL CIELO PRODUCCIÓN LIMILADA HECHO EN MEXICO	
Registration Number:	3341165	EL DIAMANTE DEL CIELO	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-554-8000		
Email:	ssarwate@pattishall.com		
Correspondent Name:	Sanjiv Sarwate		
Address Line 1:	311 South Wacker Drive		
Address Line 2:	Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$90.00 78644639

ATTORNEY DOCKET NUMBER:	00593-005-00023
NAME OF SUBMITTER:	Colin O'Brien
Signature:	/Colin O'Brien/
Date:	01/02/2008
Total Attachments: 4 source=DOC (79)#page1.tif source=DOC (79)#page2.tif source=DOC (79)#page3.tif source=DOC (79)#page4.tif	

PRODUCT CONTRIBUTION AGREEMENT

PRODUCT CONTRIBUTION AGREEMENT dated as of August 22, 2005, by and among BLAVOD EXTREME SPIRITS USA, INC., a Delaware corporation (“Blavod”), and SUNTORY INTERNATIONAL CORP., a California corporation (“Suntory”, and, together with Blavod, “Assignors”), on the one hand, and DIAMANTE SPIRITS, LLC, a Delaware limited liability company (“Company”), on the other hand. Except as otherwise expressly provided herein, all capitalized terms used in this Agreement without definition have the meaning given to them in the LLC Agreement (as defined below).

WHEREAS, pursuant to the terms of the LLC Agreement, dated as of August 22, 2005 (the “LLC Agreement”), each of the Assignors desires to assign to the Company all of its right, title and interest in the Initial Product (as defined below) as a contribution to the capital of the Company;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and subject to the conditions set forth herein, the parties hereto agree as follows:

1. Assignment. Each of the Assignors hereby assigns, transfers, conveys and delivers to the Company, and the Company hereby accepts, all of such Assignor’s right, title and interest, legal or equitable, in and to the Initial Product together with any goodwill attached thereto. In addition, Blavod hereby assigns, transfer, conveys and delivers to the Company, and the Company hereby accepts, all of Blavod’s right, title and interest, legal or equitable, in and to any and all of Blavod’s business, marketing and distribution plans for the Initial Product.

2. Initial Product. The term “Initial Product” means, collectively, the *blanco*, *reposado* and *anejo* tequilas according to Mexico’s *Norma Oficial Mexican* (“NOM”) standards, as well as all formulas, packaging, labeling, brand names (including “*El Diamante del Cielo*”) and all other work product developed by, or for, the Assignors pursuant to a Joint Product Development Agreement, dated as of July 5, 2005, between them, including, without limitation, any and all applications for trademark, trade name or copyright registration, U.S. or domestic, relating thereto, as the same exist on the date of this Agreement.

3. Valuation. The parties hereby agree that the value of the rights, title and interest being assigned to the Company by Assignors, for purposes of the opening value of the Assignors’ Capital Accounts in the Company is as follows: Blavod \$5,000,000 and Suntory \$275,000.

4. Further Assurances. From time to time, as and when requested by any party, each party shall use its reasonable best efforts to execute and deliver, or cause to be executed and delivered, all such documents and instruments, including, without limitation, assignments of individual assets, and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement; provided that no party shall be required to make any payment to any third party or concede anything of value in connection with any such request.

5. General.

(a) Assignment. No party hereto shall be entitled to assign its rights and obligations hereunder without the prior written consent of the other parties hereto. Any purported assignment of this Agreement in violation of this Section 5(a) shall be void.

(b) Interpretation and Schedules. The headings contained in this Agreement and in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section of or Schedule to this Agreement unless otherwise indicated.

(c) Consent to Jurisdiction; Governing Law; Waiver of Jury Trial. Sections 18.2, 18.3 and 18.4 of the LLC Agreement shall apply in respect of any suit, action or other proceeding arising out of this Agreement.

(d) Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

(e) Entire Agreement; Amendments. This Agreement, together with the LLC Agreement, contains the entire understanding of the parties with regard to the subject matter hereof and supersedes all prior agreements or understandings among the parties concerning the same. This Agreement will not be amended, modified or supplemented except by a written instrument signed by each of the parties.

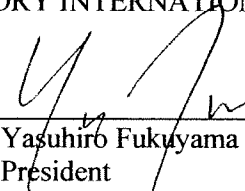
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IN WITNESS WHEREOF, the parties hereto have duly executed this Product Contribution Agreement as of the date first written above.

BLAVOD EXTREME SPIRITS USA, INC.

By: _____
Name: Jeffrey Hopmayer
Title: President

SUNTORY INTERNATIONAL CORP.

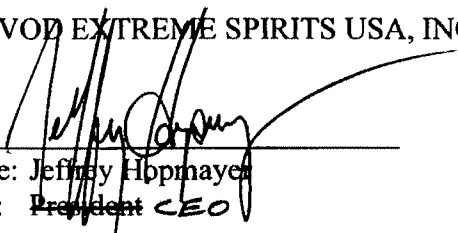
By:  _____
Name: Yasuhiro Fukuyama
Title: President

DIAMANTE SPIRITS , LLC

By: _____
Name: Jeffrey Hopmayer
Title: Manager

IN WITNESS WHEREOF, the parties hereto have duly executed this Product
~~Assignment~~ Agreement as of the date first written above.
Contribution

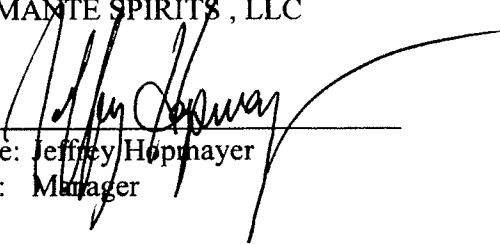
BLAVOD EXTREME SPIRITS USA, INC.

By: 
Name: Jeffrey Hopmayer
Title: ~~President~~ CEO

SUNTORY INTERNATIONAL CORP.

By: _____
Name: Yasuhiro Fukuyama
Title: President

DIAMANTE SPIRITS , LLC

By: 
Name: Jeffrey Hopmayer
Title: Manager