

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMPANIA TEQUILERA DE ARANDAS, S.A. DE C.V.		07/10/2009	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antigua Cruz Spirits, LLC		
<b>Street Address:</b>	21 Saratoga Street		
<b>City:</b>	Lewiston		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04241		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3251327	ANTIGUA CRUZ	
Registration Number:	3589661	ANTIGUA CRUZ	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(207)774-1127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(207) 774-1200		
Email:	jsilver@bernsteinshur.com		
Correspondent Name:	Joshua T. Silver		
Address Line 1:	100 Middle Street		
Address Line 2:	P.O. Box 9729		
Address Line 4:	Portland, MAINE 04104		
NAME OF SUBMITTER:	Joshua T. Silver		
Signature:	/Joshua T. Silver/		
Date:	07/29/2009		

OP \$65.00 3251327

Total Attachments: 4

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into as of July 10, 2009, by **Compania Tequilera de Arandas, S.A. de C.V.** ("Arandas" or "Assignor"), on behalf of **Antigua Cruz Spirits, LLC** ("AC Spirits" or "Assignee").

### RECITALS

WHEREAS, Arandas is a Member of the Assignee;

WHEREAS, Assignee was formed for the purpose of acquiring, holding, managing, and licensing the ANTIGUA CRUZ brand, as more fully defined by the U.S. Trademark Registrations and unregistered trademarks identified on the attached Exhibit A (the "AC Trademarks"), and all related intellectual property, in the United States;

WHEREAS, Assignor is the Registrant of the said U.S. Trademark Registrations and is the owner of all trademark rights in the AC Trademarks; and

WHEREAS, Assignor is the Applicant on an Intent-to-Use U.S. Trademark Application identified on the attached Exhibit B (the "ITU Application"); and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor the rights set forth below.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the said Assignor does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the AC Trademarks, including the said U.S. Trademark Registrations, and all renewals or reissues thereof; and all applications for trademark registrations which may hereafter be filed for the AC Trademarks in the United States, together with the right to file such applications and the right to claim for the same any priority rights derived from the said U.S. Trademark Registrations; together with **the goodwill of the business symbolized by the trademarks** and the said Registrations; and any and all causes of action thereto that may have heretofore accrued in Assignor's favor.

AND, Assignor HEREBY authorizes and requests the Commissioner of Trademarks of the United States, whose duty it is to issue trademarks, to issue and/or record ownership of the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

AND, Assignor HEREBY grants a transferable license to Assignee to use the trademark reflected by the ITU Application for a period of time as necessary to establish use of such trademark in interstate commerce in the United States. All goodwill established by the initial use of the trademark reflected by the ITU Application will initially inure to the benefit of the Assignor. Assignor agrees to take such steps as may reasonably

be necessary to secure Registration of the ITU Application and to thereafter assign the Registration to Assignee according to the same terms as the terms of this Assignment.

AND, Assignor HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND, Assignor HEREBY agrees to execute all papers and perform such other acts, as Assignee may deem necessary to secure for Assignee and/or its successors, assigns or designees, the rights herein assigned.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date set forth above.

WITNESS:

Assignor: **Compania Tequilera de Arandas, S.A. de C.V.**

Name: MAYRA PAOLA MARTINEZ

By:

Name: RICARDO MARTINEZ LINA  
Title: REP. LEGAL

Acknowledged:

WITNESS:

Assignee: **Antigua Cruz Spirits, LLC**

Name: MOLLY STEELE  
ADMIN ASSISTANT WRD

By: Jorge Cootombor  
Name: Jorge Cootombor  
Title: Manager

EXHIBIT A

ANTIGUA CRUZ Trademarks  
(Subject to Assignment)

U.S. Trademark Registration No.: 3,251,327; Registered: June 12, 2007; for the Mark:  
**ANTIGUA CRUZ (word-mark)**

U.S. Trademark Registration No.: 3,589,661; Registered: March 17, 2009; for the Mark:  
**ANTIGUA CRUZ & Design (bottle design)**

The Design Mark comprising a **stylized agave cactus with central spine in the shape of a cross**, essentially as shown below:



All other logos and designs, including all product packaging designs, heretofore used in conjunction with the import, distribution, and sale of **ANTIGUA CRUZ** branded tequila products in the United States.

EXHIBIT B

Intent-to-Use Trademark Application

U.S. Trademark Application Serial No.: 77/660,102; Filed: January 30, 2009; for the  
Mark: **Design Only (bottle design)**