

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT														
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Blue Nectar Beverage Company</td> <td></td> <td>12/13/2010</td> <td>LIMITED LIABILITY COMPANY: MICHIGAN</td> </tr> <tr> <td>Michael Dixon</td> <td></td> <td>12/13/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Blue Nectar Beverage Company		12/13/2010	LIMITED LIABILITY COMPANY: MICHIGAN	Michael Dixon		12/13/2010	INDIVIDUAL: UNITED STATES		
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<b>CORRESPONDENCE DATA</b>															
<p>Fax Number: (305)373-4099  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3053734000          Email: ewall@richmangreer.com          Correspondent Name: Ethan Wall          Address Line 1: 201 S. Biscayne Blvd.          Address Line 2: Suite 1000          Address Line 4: Miami, FLORIDA 33131</p>															
<b>NAME OF SUBMITTER:</b>	Ethan Wall														

OP \$90.00 77492724

**900185573**

**TRADEMARK**  
**REEL: 004491 FRAME: 0312**

Signature:	/Ethan Wall/
Date:	03/04/2011
Total Attachments: 6 source=Assignment Agreement for Worldwide#page1.tif source=Assignment Agreement for Worldwide#page2.tif source=Assignment Agreement for Worldwide#page3.tif source=Assignment Agreement for Worldwide#page4.tif source=Assignment Agreement for Worldwide#page5.tif source=Assignment Agreement for Worldwide#page6.tif	

EXECUTION COPY

**ASSIGNMENT AGREEMENT FOR WORLDWIDE DISTRIBUTION,  
TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

THIS WORLDWIDE DISTRIBUTION, TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is by and between Blue Nectar Spirits Company, LLC, (the "Assignee"), and Blue Nectar Beverage Company, LLC ("BNBC"), and Michael M. Dixon, individually, (collectively, the "Assignor").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and the corresponding registrations and/or applications for the following registrations (collectively, the "Trademarks"), and common law rights inherent with these Trademarks, together with the goodwill of the business connected with and symbolized by the following Trademarks:

**AGAVE DESIGN**

U.S. Serial No. 77492724

**AGAVE DESIGN with BLUE NECTAR**

U.S. Serial No. 77883283

Mexico Registration Nos. 1132321 & 1046274

**DON MIGUELON BLUE NECTAR**

U.S. Serial No. 77901275

Mexico Serial No. 1067771

**BLUE NECTAR**

Mexico Registration No. 1172675

WHEREAS, in addition to the rights evidenced by the registrations referenced above, Assignor wishes also to assign all of its/his worldwide right, title, and interest in and to certain other intellectual property, including but not limited to, all other trademarks and trademark applications, trade dress, patents and patent applications, copyrights and copyright applications, trade secrets, domain names, trade names, service marks and service mark applications, ideas and concepts, used or to be used in connection with the BNBC tequila business (the "Intellectual Property") of Assignor to Assignee pursuant to the terms and conditions contained herein; and

WHEREAS, Assignor is the owner of the worldwide distribution rights for the BNBC tequila business and is desirous of assigning all such rights also to Assignee; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademarks and Intellectual Property and worldwide distribution rights for the BNBC tequila business and will grant Assignor the right to distribute only products bearing the Trademarks in Mexico, Colombia, and Venezuela which shall be the subject of a separate agreement between the parties; and

TRADEMARK

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WHEREAS, the parties wish to provide for the reassignment of the rights assigned pursuant to this agreement to Assignor under the conditions set forth below:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

Assignor hereby conveys, transfers, assigns, and delivers to Assignee the entire right, title, interest in and to the Trademarks and Intellectual Property in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks and Intellectual Property (including, without limitation, the right to renew any applications or registrations associated with the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, including the right to distribute products bearing the Trademarks and Intellectual Property worldwide.

Assignor further conveys, transfers, assigns, and delivers to the Assignee (i) all income, royalties, and damages that become due or payable to Assignor with respect to the Trademarks and Intellectual Property, including damages and payments for past or future infringements and misappropriations of the Trademarks and Intellectual Property; and (2) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks and Intellectual Property.

Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the trade dress, labels, and designs associated with the Trademarks and Intellectual Property.

Assignor covenants that it/he does not own any rights, title, or interest to any improvements or modifications to any of the Trademarks and Intellectual Property paid for at any time by Assignee, and any such improvements or modifications shall remain property of Assignee.

Assignor hereby represents and warrants to Assignee as follows:

- (i) After careful investigation, to the best of his actual knowledge, Assignor has good and marketable title to the Trademarks and Intellectual Property, free and clear of any encumbrances, including but not limited to, pending or threatened third party claims, lawsuits, or demands with respect to Assignor's rights in the Trademarks and Intellectual Property;
- (ii) Assignor has the full right and authority to enter into this Agreement with the Assignee;
- (iii) Assignor does not require any third party consents to perform any of the obligations contemplated under this Agreement; and

- (iv) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

Assignor covenants that it/he will cooperate with Assignee and do any and all relevant things that Assignee, its successors, assigns, or legal representatives deem necessary or desirable and request of Assignor in connection with this Agreement, and that Assignor will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks and Intellectual Property without payment of consideration to Assignor beyond that called for in any written agreement with Assignee, if any. Assignor will be compensated for all of its out of pocket expenses in connection with any work done in connection with this assignment and will be compensated for its efforts through its employment agreements as applicable.

Assignor further covenants with Assignee, its successors, assigns, and legal representatives that the interest and other property conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for the Trademarks set forth above to Assignee as assignee of Assignor's entire right, title, and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

Should Assignee determine in its sole discretion not to proceed with a national launch of the products bearing the Trademarks in the United States, such national launch is not completed by April 30, 2013 after continuous test marketing to that date, or should a closing with a third party buyer at a price mutually agreeable to Assignor and Assignee not occur before that date, the aforesaid rights (and all contracts, arrangements and understandings with Tequila Selecto de Amatitan C.V. and Brand Aromatics) shall be reassigned to BNBC concurrent with the assignment of all of Dixon's and BNBC interests in BNSC to it or its designee. Provided however, that tangible assets, any product improvements and all accounts receivable shall not be subject to reassignment. Upon a national launch, as defined in the next paragraph, any and all BNBC's reassignment rights shall cease.

In order to retain the rights granted to it, Assignee will prepare and execute its business plan including case volumes objectives. Assignor will be able to consult and comment upon that plan. The plan shall include the following elements: (i) commence "test marketing" in primary markets of Dallas and Denver and the secondary market of Detroit by June 30, 2011; and (ii) complete a "national launch" in the United States so that the products are being marketed in at least five states with established distributors [including the states containing the test market cities] within two (2) years of the test market commencement and (iii) specified case objectives pursuant to the business plan.

If Assignee reassigns its rights as specified above for the United States, it may retain distribution rights to any countries (other than the United States, Canada, Mexico, Columbia, or Venezuela,

which rights shall then be vested with Assignor) that have attained and maintained annual sales volumes as set forth in the Assignee's country business plan before the reassignment to Assignor. In addition, in the event of such reassignment, Assignor will receive all confidential information and an assignment of all relevant contracts and contact information acquired in addition to those originally provided. Both Assignee and BN Bahadur agree not to use or disclose any confidential information provided to them (or learned by them) regarding the Products or Project prior to such reassignment; and Assignee and BN Bahadur further agree to not engage in the business of manufacture, marketing, distribution of sale of tequila products anywhere in the world for two (2) years after such reassignment, except for the distribution rights retained as stated above.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior written or any prior or contemporaneous oral agreements, representations, or warranties between them respecting the subject matter hereof including specifically the Confidential Non Binding Term Sheet for Tequila Project dated May 28, 2010.

No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized office of the other party, that waiver shall be effective only with respect to the specific obligations described in that waiver.

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Agreement.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR



\_\_\_\_\_  
Michael M. Dixon as President of BNBC

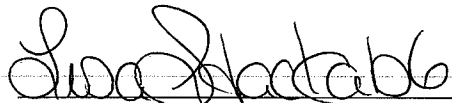


\_\_\_\_\_  
Michael M. Dixon, individually

STATE OF Michigan :

COUNTY OF Oakland :  
Wayne County :

On this 13 day of December 2010, \_\_\_\_\_ personally appeared before me, identified himself to my satisfaction and signed the foregoing assignment in my presence.



\_\_\_\_\_  
Notary Public

My commission expires: 2-10-12



ASSIGNEE

Blue Nectar Spirits Company LLC

By: BN Bahadur

Title: President & Managing Member

BN Bahadur

BN Bahadur, Individually with respect to the reassignment provisions

STATE OF Michigan :

COUNTY OF Oakland :

On this 13 day of December 2010, \_\_\_\_\_ personally appeared before me, identified himself to my satisfaction and signed the foregoing assignment in my presence.

Jana Bahadur

Notary Public

My commission expires: 2-10-12

BN