

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
Arta Holdings, LLC		07/12/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Arta Tequila, LLC
Street Address:	8001 S. Interport Blvd., Suite 360
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77901619	1% PROMISE
Serial Number:	77651325	THE ART OF LIFE
Serial Number:	77901625	1% PROMISE
Serial Number:	77651336	THE ART OF SURF
Serial Number:	77631474	A
Registration Number:	3877443	ARTA
Registration Number:	3865104	ARTÁ
Registration Number:	3904884	THE ART OF THE AGAVE
Registration Number:	3914240	THE ART OF THE FIESTA

CORRESPONDENCE DATA

Fax Number: (415)576-0300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (925) 472-5000
 Email: kheldt@kilpatricktownsend.com

900200763

**TRADEMARK
 REEL: 004612 FRAME: 0267**

OP \$240.00 77901619

Correspondent Name: R. Gwen Peterson, Esq.
Address Line 1: Kilpatrick Townsend & Stockton LLP
Address Line 2: Two Embarcadero Center, 8th Floor
Address Line 4: San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:	91921-750997 (000100US)
NAME OF SUBMITTER:	Kimberly Heldt
Signature:	/Kimberly Heldt/
Date:	08/26/2011

Total Attachments: 9
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TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT, dated as of July 12, 2011 (this "Agreement"), is by and between Artá Holdings, LLC, a Delaware limited liability company ("Assignor"), and Arta Tequila, a Colorado limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor has used and is the owner of rights in the trademark and service mark identified in **Schedule 1**, attached hereto (collectively, the "Marks"), and is the owner of all right, title and interest in and to one or more registration application(s) or registration(s) for the Marks, including all right, title and interest in those listed in **Schedule 1**, attached hereto (collectively "Registrations");

WHEREAS, Assignor has used and is the owner of rights in the trade names identified in **Schedule 2**, attached hereto (collectively the "Names");

WHEREAS, Assignor has used and is the owner of rights in the domain names identified in **Schedule 3**, attached hereto (collectively the "Domains" and, together with the Marks, Registrations and the Names, the "IP"); and

WHEREAS, in accordance with the Asset Purchase Agreement, dated as of even date hereof, by and among, among others, Assignee and Assignor, Assignee is desirous of acquiring, and Assignor is willing and able to assign, all of Assignor's right, title and interest in and relating to the IP, together with all business goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Trademarks and Trade Names.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Marks and the Names, together with all business goodwill associated therewith, and all right, title and interest to all Registrations for the Marks. Assignor hereby agrees to cooperate with the Assignee, at the expense of Assignee, in the sustaining of any and all of the Registrations and in confirming the Assignee's exclusive ownership of the Marks and the Names. Assignor shall, at the expense of Assignee, take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's common law rights in the Marks and the Names has been fully effected and is effective.

2. **Domain Names.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Domains and the domain name services agreement with the relevant registrar relating thereto. Immediately upon the execution and delivery of this Agreement, Assignor shall deliver to Assignee all relevant user IDs, passwords,

and all other information that may be necessary to enable Assignee to access Assignor's account with the relevant registrar for the Domains and to take effective control of the Domains. Assignor shall, at the expense of Assignee, take all other steps reasonably necessary to effect the transfer of the Domains to Assignee, including, without limitation, executing any additional documents or agreements as may be reasonably necessary and providing to Assignee and the relevant registrar all information necessary to effect such transfer.

3. Representations and Warranties. Assignor represents and warrants that (a) Assignor has full authority, right and power to enter into this Agreement and to perform Assignor's obligations hereunder, (b) no assignment, license or encumbrance has been made with respect to the IP to any third party except as follows: (i) security interest in all of the assets of Assignor held by Anthony Mayer; (ii) implied license to use the websites represented by the Domains; (iii) implied license to use the Names and Marks by retailers and distributors in the ordinary course of marketing and commerce, and (c) Assignor is under no obligation to make any such assignment, license or encumbrance.

4. Restrictive Covenants.

(a) Assignor shall cease any and all use of the IP, except as may be expressly authorized by Assignee.

(b) Assignor hereby acknowledges that any unauthorized use of any of the IP by Assignor, by any third party under Assignor's control or by any third party with Assignor's express authorization constitutes a breach of this Agreement and an infringement of Assignee's intellectual property rights.

(c) Assignor shall not register, license, transfer, own or otherwise use any name (domain or otherwise) or mark confusingly similar to any of the IP.

(d) After granting access to Assignor's account with the relevant registrar for the Domains to Assignee, Assignor shall not take any action to interfere with Assignee's access to such account or to access or otherwise exert control over such account.

5. Further Assurances. Assignor and Assignee each hereby covenant that, from time to time after delivery of this Agreement, at the other party's request and without further consideration but at the expense of Assignee, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by the other party in order to evidence and effectuate the consummation of any of the transactions contemplated by this Agreement.

6. Governing Law. This Agreement, and all disputes or controversies arising in connection with or related to this Agreement, will be construed in accordance with, and governed in all respects by, the internal Laws of the State of Colorado, without giving effect to principles of conflicts of laws.

7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Such counterparts may be executed and delivered by facsimile or other electronic means by any of the parties hereto, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

ASSIGNEE:

ARTA TEQUILA, LLC

By: 

Name: Anthony R. Mayer

Title: Manager

ASSIGNOR:

ARTÁ HOLDINGS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

ASSIGNEE:

ARTA TEQUILA, LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

ARTÁ HOLDINGS, INC.

By: *Daniel Fox*
Name: DANIEL FOX
Title: CEO

[Signature Page to Trademark, Trade Name and Domain Name Assignment Agreement]

SCHEDULE 1

TRADEMARKS

Registered Trademarks

USA

- Arta (Serial # 77596483; Registration # 3877443)
- Arta (stylized with Triangle with accent) (Serial # 77631458; Registration # 3865104)
- The Art of the Agave (Serial # 77659628; Registration # 3904884)
- The Art of the Fiesta (Serial # 85068642; Registration 3914240)

China

- Arta – Clothing, Shirts, Sweatshirts, pants, sweaters, vests and jackets, caps and headwear, beachwear (Serial # 7337340)
- Arta - Tequila, Rum, Alcoholic Beverages except beer (Serial #7337339)
- Miscellaneous Design (Logo with Triangle with Acent) (Serial # 7340933)

European Union

- Arta (stylized with Triangle with accent) (Serial # 008228389)
- Miscellaneous Design (Logo with Triangle with Acent) (Serial # 008228281)

Mexico

- Arta Musa (Registration # 1097142)
- Arte de Vida (Registration # 51959)
- El Arte Del Surf (Registration # 52009)
- Arta Obra Maestra (Registration # 1097141)
- Artgave (Registration # 1091093)
- Artvida (Registration # 1091097)
- Artasurf (Registration # 1091096)
- Diseno (Registration # 1091095)
- Arta y diseno (Registration # 1091094)

Trademark Applications

- 1% Promise (Serial # 77901619)
- The Art of Life (Serial # 77651325)
- 1% Promise & Design (Serial # 77901625)
- The Arta of the Surf (Serial # 77651336)
- Triangle Design Mark (Serial # 77631474)

SCHEDULE 2

TRADE NAMES

Arta Holdings, LLC
Arta Tequila

SCHEDULE 3

DOMAIN NAMES

artatequila.com
artatequila.net
artetequila.com
artetequila.net
artotequila.com
artotequila.net
theartoftequila.net