

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
Avion Tequila LLC		07/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Avion Spirits LLC
Street Address:	135 Piermont Avenue
City:	Hewlett
State/Country:	NEW YORK
Postal Code:	11557
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85016631	SALIDA ELEVADO LLEGADA
Serial Number:	85016627	
Serial Number:	85016624	AVIÓN
Serial Number:	85016620	FLYING AGAVE
Serial Number:	77873823	AVION VODKA
Serial Number:	77827153	AVION

CORRESPONDENCE DATA

Fax Number: (519)971-5729
 Phone: 18004472609 #25584
 Email: marlene.musharbash@pernod-ricard.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Adam Tracy - Pernod Ricard USA, LLC
 Address Line 1: 2072 Riverside Drive East
 Address Line 2: c/o Marlene Musharbash

CH \$165.00 85016631

900202354

**TRADEMARK
 REEL: 004625 FRAME: 0087**

Address Line 4: Windsor, Ontario, CANADA N8Y 4S5

NAME OF SUBMITTER: Adam Tracy

Signature: /at/

Date: 09/19/2011

Total Attachments: 6

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U.S. TRADEMARK ASSIGNMENT

Between

AVION TEQUILA LLC

and

AVION SPIRITS LLC

Dated as of July 18, 2011

U.S. TRADEMARK ASSIGNMENT

U.S. TRADEMARK ASSIGNMENT, dated as of July 18, 2011 (the "US Trademark Assignment"), between Avion Tequila LLC, a Delaware limited liability company ("Assignor"), and Avion Spirits LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Pernod Ricard USA, LLC ("PR") and Assignor are entering into a Limited Liability Company Agreement, dated as of the date hereof (the "Company LLC Agreement"), whereby PR and Assignor have formed Assignee for the purpose of manufacturing, marketing, distributing and selling 100% agave tequila and any Additional Products (as defined therein) bearing the trademark Avión;

WHEREAS, contemporaneously with the execution of the Company LLC Agreement, Assignor and Assignee are entering into a Contribution Agreement (the "Contribution Agreement"), pursuant to which Assignor is selling, assigning and delivering to Assignee certain Assets relating to the Business, including the Assigned Marks (as defined below), and Assignee is assuming certain Assumed Liabilities (capitalized terms used herein without definition shall have the meanings set forth in the Contribution Agreement);

WHEREAS, Assignor has adopted, used and is using the marks associated with the Business, including without limitation the marks that are set forth on Exhibit A, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee is the successor to the Business, which is ongoing and existing, to which the Assigned Marks pertain, and Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill of the Business symbolized by the Assigned Marks, which is ongoing and existing.

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

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of the right, title and interest of Assignor in and to the Assigned Marks (to the extent not an Excluded Asset) including without limitation (to the extent not an Excluded Asset): (a) all federal, state, local, statutory and common law and other rights therein, the exclusive right to apply for and maintain all registrations and applications for registrations thereof (and all extensions and renewals of such registrations and applications), and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens; (b) all of the rights of priority therein in any jurisdiction as may now or hereafter be granted to Assignor and/or its Affiliates by applicable Law; (c) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued; (d) all of the rights, interests, claims and demands recoverable in Law or equity that Assignor and/or its Affiliates have or may have in profits and damages for past, present and future infringements of the Assigned Marks, including without limitation the right to compromise, sue for and collect such profits and damages; and (e) all other rights and interests arising out of or related to the Assigned Marks (all of the foregoing, the "Assigned US Mark Rights"); the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor and/or its Affiliates if this US Trademark Assignment had not been made.

2. Recordation. The parties authorize and request the Commissioner of Patents and Trademarks of the United States to record ownership of the Assigned Marks as the property of Assignee.

3. Further Action. From time to time after the date hereof, and for no further consideration, Assignor hereby agrees that Assignor shall, and shall cause each of its Affiliates to, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this US Trademark Assignment and render effective the consummation of the transactions contemplated hereby or otherwise to carry out the intent and purposes of this US Trademark Assignment.

4. Governing Law. This US Trademark Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, construction, effect, performance and remedies by the Laws of the State of New York (without giving effect to its principles or rules of conflict of Laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of Laws of any other jurisdiction).

5. Counterparts. This US Trademark Assignment may be executed in several counterparts (and delivered via facsimile or otherwise electronically), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have duly executed this US Trademark Assignment as of the date first above written.

AVION TEQUILA LLC

By: 

Name:

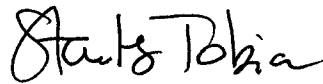
Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF New York) :SS:

On July 15, 2011, before me, the undersigned, personally appeared Kenneth B. Austin

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(signature and office of individual taking acknowledgment)

STANLEY TOBIAS
Notary Public, State of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2015

[Signature Page to Assignment of U.S. Trademarks]

AVION SPIRITS LLC

By: [Signature]
Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
:SS:
COUNTY OF New York)

On July 15, 2011, before me, the undersigned, personally appeared
Kenneth B. Austin

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

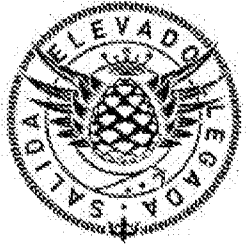

[Signature]
(signature and office of individual taking acknowledgment)

STANLEY TOBIAS
Notary Public, State of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2015

Exhibit A

Assigned Marks

United States

Application No.	Registration No.	Mark	Status
85016631		SALIDA ELEVADO LLEGADA Crest 	Approved/Registration Pending
85016627		Flying Agave Design 	Approved/Registration Pending
85016624		AVIÓN (Font) 	Approved/Registration Pending
85016620		FLYING AGAVE (Words)	Pending Application/Approved
77873823		AVION VODKA	Pending Application/Approved
77827153		AVION	Approved/Registration Pending