

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMPANIA TEQUILERA DE ARANDAS, S.A. DE C.V.		05/06/2010	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	El Charro Spirits, LLC		
<b>Street Address:</b>	21 Saratoga Street		
<b>Internal Address:</b>	c/o White Rock Distilleries, Inc.		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2344977	EL CHARRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(207)774-1127		
<b>Phone:</b>	207-774-1200		
<b>Email:</b>	jkeenan@bssn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	James F. Keenan, Jr.		
<b>Address Line 1:</b>	100 Middle Street		
<b>Address Line 2:</b>	Bernstein, Shur, Sawyer & Nelson		
<b>Address Line 4:</b>	Portland, MAINE 04104		
<b>NAME OF SUBMITTER:</b>	James F. Keenan, Jr.		
<b>Signature:</b>	/James F. Keenan, Jr./		

OP \$40.00 2344977

900204481

**TRADEMARK**  
**REEL: 004640 FRAME: 0609**

Date:

10/12/2011

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into as of May 6, 2010, by Compania Tequilera de Arandas, S.A. de C.V. ("Arandas" or "Assignor"), on behalf of El Charro Spirits, LLC ("EC 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 EL CHARRO brand, as more fully defined by the U.S. Trademark Registrations and unregistered trademarks identified on the attached Exhibit A (the "EC 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 EC Trademarks; and

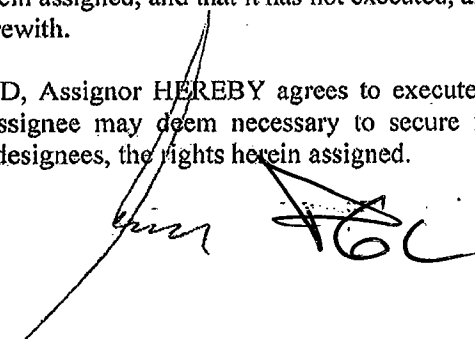
WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor the rights set forth below.

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 EC 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 EC 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 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.

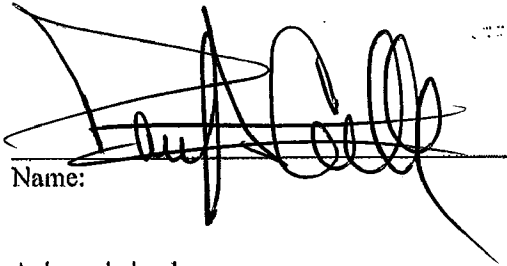
AND, Assignor HEREBY agrees to execute all papers and perform such other acts, as Assignee may deem necessary to secure for Assignee and/or its successors, assigns or designees, the rights herein assigned.


Handwritten signatures and initials, including a large signature on the left and initials 'TOL' on the right.

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: \_\_\_\_\_

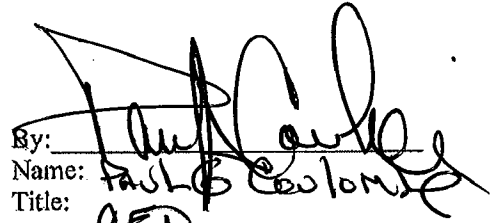
  
By: \_\_\_\_\_  
Name: Nicolas Martinez Lara  
Title: CEO

Acknowledged:

WITNESS:

Assignee: **El Charro Spirits, LLC**

  
Name: J. Ezequiel Garcia Hurtado

  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CEO

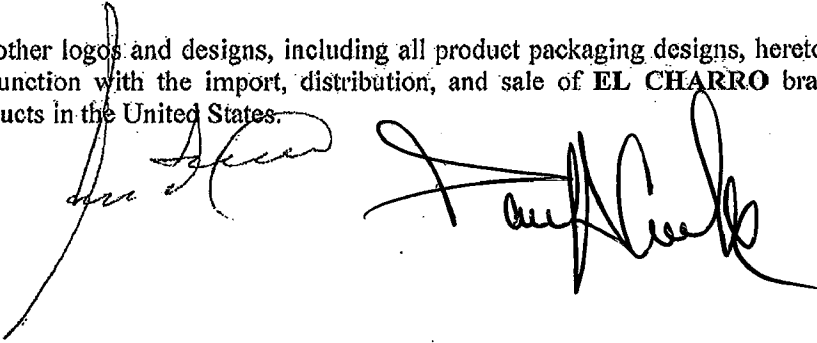
Witness: 

EXHIBIT A

EL CHARRO Trademarks  
(Subject to Assignment)

U.S. Trademark Registration No.: 2344977; Registered: April 25, 2000; for the Mark: **EL CHARRO** (word mark)

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

Two handwritten signatures in black ink, one on the left and one on the right, positioned below the text. The signatures are stylized and cursive.