

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basha Holdings, LLC		07/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	"Tequila Embajador" Sociedad Anonima de Capital Variable		
Street Address:	KM. 7 Carretera Atotonilco el Alto		
Internal Address:	Arandas S/N Col. Rancho Santa Rosa		
City:	Atotonilco el Alto, Jalisco		
State/Country:	MEXICO		
Postal Code:	CP47750		
Entity Type:	Joint stock company, with variable capital: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85530161	QUI	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	777 6th Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	316386-20000		
DOMESTIC REPRESENTATIVE			

CH \$40.00 85530161

Name: Janet L. Cullum  
Address Line 1: 777 6th Street, N.W.  
Address Line 2: Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER:	Anna Anderson
Signature:	/Anna Anderson/
Date:	07/23/2012

Total Attachments: 5  
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## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made and entered into as of this 28th day of <sup>JUNE</sup> 2012 by and between BASHA HOLDINGS, LLC, a limited liability company legally organized under the laws of Delaware (hereinafter referred to as "Licensor") with its principal place of business located in 217 W. 16TH STREET, APT. B. NEW YORK, NEW YORK 10011, IN THE UNITED STATES OF AMERICA and "TEQUILA EMBAJADOR" SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE (hereinafter referred to as "Licensee") with its principal place of business located at KM. 7 CARRETERA ATOTONILCO EL ALTO - ARANDAS S/N COL. RANCHO SANTA ROSA C.P.47750. ATOTONILCO EL ALTO, JALISCO IN MEXICO, in accordance with the following Recitals and Clauses:

### RECITALS

1. The Licensor is the owner of the U.S. trademark QUI with USPTO serial number 85530161 to protect "alcoholic beverages, namely, distilled spirits" included in international Class 33 (hereinafter referred to as "Licensed Trademark").
2. The Licensor and the Licensee have made arrangements for the manufacture, distribution and/or sale of the products covered by the Licensed Trademark (specifically Tequila), its packages and within the territory of the Republic of Mexico, including the export of the products covered by the Licensed Trademark to the United States of America.

## CLAUSES

**FIRST:** The Licensor authorizes the Licensee (hereinafter also described as the Tequila Producer) the non-exclusive use of the Licensed Trademark, in order to identify the products (specifically Tequila), packages and commercial materials that will be used to advertise the products covered by the Licensed Trademark within the Republic of Mexico, including the export of the products covered by the Licensed Trademark to the United States of America. Such authorization must be granted again by the Licensor on a written basis, each time that the licensee, on its own or under request of the Licensor, uses the said trademark to identify the products (specifically Tequila), packages and commercial materials that will be used to advertise the products covered by the above mentioned Licensed Trademark.

**SECOND:** The use of the Licensed Trademark by the Licensee shall be limited to the products covered by the Licensed Trademark, namely to "Tequila." In no event may the Licensee make different use of the Licensed Trademark. Licensee shall not challenge the validity of the Licensed Trademark or of any of Licensor's trademarks. Licensee shall not apply, register or attempt to register the Licensed Trademark or any confusingly similar mark to the Licensed Trademark in the Licensee's name, directly or indirectly through a third party, for any class of goods or services.

**THIRD:** The rights granted hereunder for the Licensee for the use of the Licensed Trademarks are considered as personal rights.

**FOURTH:** The Licensee agrees that all rights granted hereunder to use the Licensed Trademark shall not affect in any way whatsoever the exclusive ownership by the Licensor of the Licensed Trademark, nor shall limit the use thereof for any products produced, distributed and/or sold by the Licensor or other licensees.

**FIFTH:** The Licensee agrees to apply and use the Licensed Trademark on the corresponding merchandise or premises operated by the Licensee where the referred products covered by the Licensed Trademark are manufactured or distributed in compliance with the law.

**SIXTH:** Licensee shall use the Licensed Trademark according to the standards and guidelines provided by Licensor, and Licensor may from time to time update or amend such guidelines at its own discretion.

**SEVENTH:** In the event of liquidation, bankruptcy or insolvency of the Licensee, or in the event its business or its assets or any substantial part thereof should be seized, confiscated or expropriated by judicial process or otherwise, or in the event of change of ownership, controlling interest or of the administrative control of the Licensee, this license shall terminate forthwith at the occurrence of such event. However, its termination, due to any cause, shall not relieve the Licensee of the obligations contracted under this or any other agreement.

**EIGHTH:** Either the Licensor or the Licensee may terminate this agreement at its own discretion, notifying this situation to the other party 60 days prior to the said termination of the Agreement.

At expiration of the Agreement, the Licensee shall stop immediately to use the Trademark.

**NINTH:** Products offered by the Licensee under the Licensed Trademark (specifically Tequila), shall be according to the quality standards provided by Licensor and in every case in compliance to all the applicable NOM'S in Mexico for Tequila. The Licensor's standards may be amended from time to time and Licensee shall follow them immediately after receiving notice of such amendment.

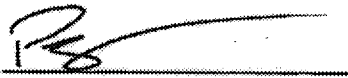
**TENTH:** Licensee shall promptly inform Licensor about any actual or potential infringement of the Licensed Trademarks. Licensee shall not be authorized to file administrative, criminal or civil actions against infringers. The right to file civil, administrative or criminal actions against trademark infringers shall be exercised exclusively by Licensor, who shall deal with any potential or actual trademark infringement at its own discretion.

If a lawsuit or administrative action is filed against LICENSEE based on its use of any of the Licensed Trademarks, LICENSEE must notify LICENSOR of the action within two business days and permit LICENSOR to assume the defense of the action. If LICENSEE fails to deliver notice of the action to LICENSOR within this time period, LICENSOR will not be liable to LICENSEE for any of LICENSEE's damages, lost profits or other consequences of the action.

**ELEVENTH:** LICENSOR AND LICENSEE shall fully cooperate with each other to fulfill this Agreement.

TWELFTH: This Agreement shall be interpreted in accordance with United States of America's Laws. Any controversy arising from this Agreement shall be decided by the Courts of such country, and the parties expressly waive the venue of the courts of their present or future domiciles.

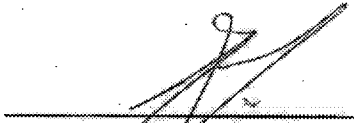
Executed by the Licensor in the City of NEW YORK, NEW YORK, IN THE UNITED STATES OF AMERICA on July 19, 2012



Licensor

BASHA HOLDINGS, LLC  
*PETRA LUCIS, PRESIDENT*

Executed by the Licensee in the City of \_ATOTONILCO EL ALTO, JALISCO IN MEXICO on \_\_\_\_\_ 2012



Licensee

"TEQUILA EMBAJADOR" SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE  
*Cristobal Morales Hernandez*

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