

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mas Cantinas LLC		01/13/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Los Santos LLC		
Street Address:	147 Del Oro Lagoon		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94909		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86609601	SANTO ESPIRITU MEZQUILA	
Serial Number:	86609616	SANTO MEZQUILA	
Serial Number:	86518188	SANTO AGAVE	
Serial Number:	86518182	SANTO MEZCAL	
Serial Number:	86609627	SANTO ESPIRITU	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@gordonrees.com		
Correspondent Name:	Susan B. Meyer		
Address Line 1:	101 West Broadway, Suite 2000		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Susan B. Meyer		
SIGNATURE:	/Susan B. Meyer/		
DATE SIGNED:	04/04/2016		
Total Attachments: 4			
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**ASSIGNMENT OF ALL THAT PORTION OF THE BUSINESS TO WHICH THE
INTENT-TO-USE TRADEMARK APPLICATIONS PERTAIN**

THIS ASSIGNMENT OF ALL THAT PORTION OF THE BUSINESS TO WHICH THE INTENT-TO-USE APPLICATIONS PERTAIN (this "Agreement") is made and entered into as of January 13, 2016 (the "Effective Date") by and between Mas Cantinas LLC, a California limited liability company ("Assignor"), and Los Santos LLC, a California limited liability company ("Assignee), with reference to the following:

RECITALS

Assignor wishes to assign all of Assignor's right, title and interest in and to all that portion of the business to which the intent-to-use trademark applications, identified on attached Exhibit A, specifically including the pending US Intent-to-Use trademark applications (collectively, the "Marks") including all national, state and foreign registrations, applications for registration and renewals and extensions thereof, all common law rights and goodwill related thereto, together with that portion of Assignors' business associated with and symbolized by the Marks and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, to Assignee in accordance with the provisions of this Agreement, and Assignee wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged by Assignor, the parties hereto agree as follows:

AGREEMENT

1. **Assignment.** Assignor hereby transfers, conveys and assigns all of its rights, title and interest in and to all that portion of the business to which the intent-to-use trademark applications identified on attached Exhibit A to Assignee as of the Effective Date. Assignor further transfers, conveys and assigns to Assignee, without any additional consideration, all ownership, right, and interest in and to that portion of the Assignor's business symbolized by the Marks, and all goodwill associated with the foregoing specifically including all the assets identified in Exhibit A which assets specifically include the pending US Intent-to-Use trademark applications in accordance with 15 USC Sec. 1060.

2. **Payment for Assets.** Within fifteen (15) days of the Effective Date, Assignee shall pay Assignor as partial consideration the sum of one hundred dollars (\$100).

3. **Miscellaneous Provisions.**

(a) **Successors and Assigns.** This Assignment shall be binding on and shall inure to the benefit of the parties hereto plus their successors and assigns.

(b) **No Further Interest in Assets.** After the Effective date Assignor shall have no further interest in or to the business assigned hereby including the trademarks identified in Exhibit A.

(c) Further Assurances. Assignor and Assignee shall enter into such other agreements as are reasonably necessary to carry out the purpose of this Assignment at the costs of Assignee. Assignor shall assist Assignee and provide such reasonable cooperation and assistance, at Assignee's expense, as Assignee may reasonably request in exercising and/or enforcing Assignee's rights in and to the Marks associated therewith.

(d) Entire Agreement. This Assignment constitutes the entire agreement between the parties and the subject matter hereof. No modification to his Agreement shall have effect unless in writing and executed by both parties.

(e) Governing Law: Arbitration. This Assignment shall be governed by the law of the state of California and any disputes relating hereto shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

(f) Multiple Counterparts. This Assignment may be signed in separate counterparts which as signed shall constitute one fully executed Assignment.

(g) Titles and Captions. Titles and captions are for convenience only and shall not constitute a portion of this Agreement and shall not affect the interpretation of any of its provisions.

(h) Modifications and Waiver. This Agreement cannot be modified, or any of the terms waived, except by an instrument in writing executed by each party..


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

Mas Cantinas LLC

Los Santos LLC

By: 
Name: _____
Title: Manager

By: _____
Name: _____
Manager

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

ASSIGNOR

Mas Cantinas LLC

By: _____
Name: _____
Title: Manager

ASSIGNEE

Los Santos LLC

By: Jack Daniels
Name: Jack Daniels
Manager

EXHIBIT A

US (Intent-to-Use) and Mexican trademarks and pending application for

SANTO ESPIRITU

SANTO MEZQUILA

SANTO ESPIRITU MEZQUILA

SANTO AGAVE

SANTO MEZCAL

All that portion of the business to which the above Intent-to-use trademark applications pertain.