

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baron Spirits international Corp.		01/25/2016	Corporation: PANAMA
RECEIVING PARTY DATA			
Name:	TEQUILA ENTERPRISES' S.A. DE C.V.		
Street Address:	AV. SAN FRANCISCO 3332		
Internal Address:	COL. CHAPALITA VALLARTA		
City:	ZAPOPAN, JALISCO		
State/Country:	MEXICO		
Entity Type:	Sociedad Anonima: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4317884	BARÓN	
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:	trademark_control@hotmail.com		
Correspondent Name:	Miguel Cadena		
Address Line 1:	Avenida Faro 2350 piso 1 oficina L		
Address Line 4:	GUADALAJARA, JALISCO, MEXICO 44550		
NAME OF SUBMITTER:	yana shtindler		
SIGNATURE:	/ys/		
DATE SIGNED:	04/22/2016		
Total Attachments: 3			
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TRADEMARK LICENSE AGREEMENT

This License Agreement (this "**Agreement**"), is made by and between **BARON SPIRITS INTERNATIONAL CORP.** a company organized under the laws of Panama through its legal representative Ms. **YANA SHTINDLER** with its principal office located at NEW YORK, U.S., ("**Licensor**"), and **TEQUILA ENTERPRISES, S.A. DE C.V.**, a company organized under the laws of the Mexico through its legal representative Mr. **ABEL DAVID RUIZ** with its principal office located at Guadalajara, Jalisco ("**Licensee**").

Whereas, Licensor holds exclusive rights of the Trademark, specifically the mark with serial number **85385372** and registration number **4317884**:

BARÓN

Whereas, Licensee, wishes to be licensed the use of such sign (the Trademark);

Now, therefore, in consideration of the mutual covenants of the parties and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Grant of License.** Licensor hereby grants to Licensee a non-exclusive, royalty-free right to use the Mark for the purposes described herein, specifically with the product name TEQUILA.
- 2. Quality Control.** Licensor shall have the right, at all reasonable times, to inspect Licensee's goods, services and promotional activities employing the Mark to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- 3. Assignments and Sub-Licenses:** This License is not assignable, and any attempt by Licensee to assign any portion of the License or to grant a sub-license shall be deemed a breach of this Agreement and shall be cause for termination. Nothing in this Section 4 will prohibit Licensee from providing a replica of the logo to a person solely for the purpose of producing goods (including stationery, videotapes or other publications) for distribution solely by Licensee in accordance with the terms and conditions of this Agreement.

4. **Sale of Licensee if Not an Individual.** If Licensee is dissolved, or if Licensee (or the majority of the assets thereof) is sold, acquired or merged with another entity, Licensor shall have the right to immediately terminate the License at will.

5. **Validity and Ownership of Mark.** Licensee is prohibited from challenging or contesting in any way rights in and the validity of the Mark. Licensee agrees that it will not take any action that would disparage, tarnish or otherwise adversely affect rights in and the goodwill associated with the mark. Licensee further agrees that by entering into this Agreement, it acquires no ownership rights in the Mark.

Licensee acknowledges Licensor's exclusive right, title and interest in and to the Mars and any registrations that may issue thereon, and will not at any time do or cause to be done any act or thing impairing or tending to impair part of such right, title and interest. Licensee agrees to cooperate with Licensor in satisfying any requirements for protection or registration of the Mark. On termination in any manner provided herein of the License, within forty-five (45) days Licensee will cease and desist from all use of the Mark in any way.

6. **Use of Mark.** When using the Mark under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to trademarks, including compliance with marking requirements.

7. **Resolution of Disputes.** The parties agree to negotiate in good faith to resolve any dispute about whether the obligations of Licensee or Licensor are being satisfied.

8. **Extent of License.** The license granted in this Agreement may not be transferred without the written consent of Licensor.

9. **Term and Termination.** The rights granted in this Agreement shall forthwith cease and terminate without prior notice or legal action by Licensor upon the consummation of a Liquidation Event. For the purpose of this Agreement, the term "Liquidation Event" shall mean any liquidation, dissolution or winding up of Licensee, either voluntary or involuntary, or any of the following events: (i) a sale, conveyance or disposition of all or substantially all of the assets of Licensee, (ii) a consolidation, merger or other business combination of Licensee with or into any other company or companies in which the existing shareholders of Licensee, immediately prior to the consummation of such consolidation, merger or business combination, do not retain a majority of the voting power in the surviving company; excluding for this purpose redomiciling of Licensee.

10. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage

prepaid, addressed to the party to be notified at its address shown above, or at such other address as may be furnished in writing to the notifying party.

11. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws rules.

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


Date: January 25, 2016.

LICENSOR

LICENSEE



YANA SHINDLER
MANAGER OF
BARON SPIRITS INTERNATIONAL
CORP.



ABEL DAVID RUIZ
MANAGER OF
TEQUILA ENTERPRISES, S.A. DE
C.V.