

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Varo Destileria S.DE R.L. DE C.V.		06/11/2016	Company: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varo Holdings, LLC		
<b>Street Address:</b>	6687 Legend Ridge Trail		
<b>City:</b>	Niwot		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80503		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86844045	EL TEQUILA CASERO	
<b>Serial Number:</b>	86844030	LEGADO	
<b>Serial Number:</b>	86844017	HASTA LA CRUZ	
<b>Serial Number:</b>	86782531	CÓDIGO 1530	
<b>Serial Number:</b>	86782511		
<b>Serial Number:</b>	86782487		
<b>Serial Number:</b>	86782470	CASERO 1530	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>			
<b>Phone:</b>	2063598000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Alexander Garcia		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	121368-4000		
<b>NAME OF SUBMITTER:</b>	Alexander J.A. Garcia		
<b>SIGNATURE:</b>	/Alexander Garcia/		

OP \$190.00 86844045

<b>DATE SIGNED:</b>	06/16/2016
<b>Total Attachments: 2</b> source=tm assignment#page1.tif source=tm assignment#page2.tif	

**TRADEMARK ASSIGNMENT**

WHEREAS, Varo Destileria S.DE R.L. DE C.V., a company of Mexico ("Assignor"), owns common law intellectual property rights in various trademarks, as well as the specific trademark applications shown in **Exhibit A** (collectively, this intellectual property shall be referred to as the "Trademarks");

WHEREAS, Varo Holdings, LLC, a limited liability company of Delaware ("Assignee"), desires to acquire all right, title, and interest in and to the Trademarks and all goodwill and common law rights appurtenant thereto;

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

1. Assignor does hereby assign and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks and the goodwill and common law rights appurtenant thereto and Assignee does hereby accept this assignment.

2. If any of the Trademarks are the subject of an application based in Assignor's *bona fide* intent to use the Trademarks in commerce, Assignor hereby represents that Assignee is the successor to the portion of the Assignor's ongoing and existing business to which the applications and the Trademarks pertain.

3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

6. This agreement shall be effective as of the date of the last signature below ("Effective Date").

**ASSIGNOR**

**Varo Destileria S.DE R.L. DE C.V.**

Signature: R Snyder

Name: Ron Snyder

Title: Manager

Date: 6/11/2016

**ASSIGNEE**

**Varo Holdings, LLC**

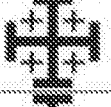
Signature: R Snyder

Name: Ron Snyder

Title: Manager

Date: 6/11/2016

**Exhibit A**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>
EL TEQUILA CASERO	U.S.	86844045
EL TEQUILA CASERO	Canada	1759341
LEGADO	U.S.	86844030
LEGADO	Canada	1759339
HASTA LA CRUZ	U.S.	86844017
HASTA LA CRUZ	Canada	1759338
CÓDIGO 1530	U.S.	86782531
CÓDIGO 1530	Canada	1758112
	U.S.	86782511
	U.S.	86782487
	Canada	1758307
CASERO 1530	U.S.	86782470
CASERO 1530	Canada	1758111