

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425899

<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>
Del Maguey Ltd. Co.		05/01/2017	Corporation: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Del Maguey, Inc.		
<b>Street Address:</b>	122 State Road 240		
<b>City:</b>	Ranchos de Taos		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87557		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86163752	VINO DE MEZCAL	
<b>Serial Number:</b>	85950501	SIP IT DON'T SHOOT IT	
<b>Serial Number:</b>	85874707	PARA TODO MAL MEZCAL Y PARA TODO BIEN TA	
<b>Serial Number:</b>	75385438	TOBALA	
<b>Serial Number:</b>	75385441	MINERO	
<b>Registration Number:</b>	2258011	PARA TODO MAL MEZCAL Y PARA TODO BIEN TA	
<b>Serial Number:</b>	75385436	PECHUGA	
<b>Serial Number:</b>	75385440	CREMA DE MEZCAL	
<b>Serial Number:</b>	75385437	SINGLE VILLAGE MEZCAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	256-349-5436		
<b>Email:</b>	docketing@ipwatch.com		
<b>Correspondent Name:</b>	Sean Collin		
<b>Address Line 1:</b>	468 1/2 N. Court Street		
<b>Address Line 4:</b>	Florence, ALABAMA 35630		
<b>NAME OF SUBMITTER:</b>	Sean Collin		

OP \$240.00 86163752

<b>SIGNATURE:</b>	/Sean Collin/
<b>DATE SIGNED:</b>	05/02/2017
<b>Total Attachments: 4</b> source=DM Ltd-DM Inc US Federal Assignment#page1.tif source=DM Ltd-DM Inc US Federal Assignment#page2.tif source=DM Ltd-DM Inc US Federal Assignment#page3.tif source=DM Ltd-DM Inc US Federal Assignment#page4.tif	

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Intellectual Property Assignment Agreement (“Agreement”) is made by and between Del Maguey Ltd. Co., a New Mexico corporation (“Assignor”), represented herein by Ron Cooper, and Del Maguey Inc., a California corporation (“Assignee”), represented herein by Michael Gardner. This Assignment shall be effective as of the last date written below (“Effective Date”).

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and with the intent to be legally bound, Assignor does hereby irrevocably sell, assign, transfer, convey and deliver (“Transfer”) unto Assignee all of its right, title, interest, and goodwill in and to the intellectual property contained within Appendix A and all legal rights associated therewith, anywhere in the world, including, without limitation, all translations, adaptations, derivations, and combinations thereof, the right to file for and seek any applicable damages or make any applicable claims relating to the past, present, or future infringement thereof or unfair competition involving the same, and to apply in any or all countries of the world for registration. At the time of Transfer, Assignor shall deliver to Assignee this executed Agreement. For the avoidance of doubt, this Agreement shall serve as an automatic assignment to Assignee of all intellectual property specified in Appendices A-C.

Assignor, its successors, assigns, or other legal representatives agree to execute any and all papers, including without limitation applications for trademark registrations of any and all kind and in any and all countries, and to perform any and all acts which Assignee, its successors, assigns, or other legal representatives may deem necessary and reasonably requested to secure thereto the rights herein assigned, sold, and set over.

The Parties hereby request the United States Patent and Trademark Office (“USPTO”) to issue all registered trademarks, trade names, service marks, logos, design marks and trade dress identified in Appendix A to Assignee. The Parties hereby request any relevant United States Secretaries of State to issue all registered trademarks, trade names, service marks, logos, design marks and trade dress identified in Appendix B to Assignee. The Parties hereby request the United States Copyright Office to issue all registered copyrights identified in Appendix C to Assignee.

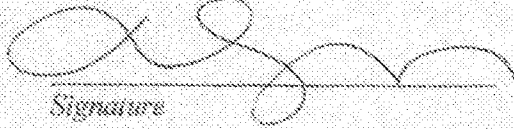
Both parties submit, as regards to the observance, construction and compliance with this Agreement, to the provisions in the corresponding legal ordinances and the competent local Courts in California, waiving any other which by reason of their present or future domiciles may correspond to them.

The Parties have read, understand, and agree to the terms of this Agreement, and the undersigned represent they are duly authorized to sign this Agreement on behalf of each respective party, and hereby execute this Agreement in three counterparts, this 1st day of May, 2017.

Signatures on the following page

ASSIGNOR:

Del Maguey Ltd. Co.

  
Signature

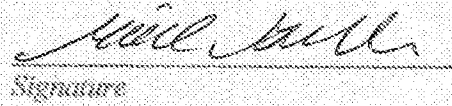
RON COOPER  
Print Name

PARTNER  
Title

05/01/17  
Date

ASSIGNEE:

Del Maguey, Inc.

  
Signature

Michael Gardner  
Print Name

Partner  
Title

5/1/17  
Date

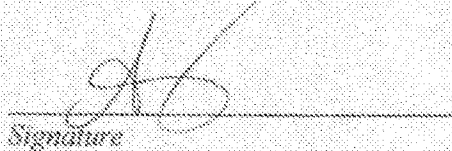
WITNESSES:

  
Signature

SANDRA LERNER  
Print Name

ARTIST  
Title

05/01/17  
Date

  
Signature

Arie W. Henry  
Print Name

ARCHITECT  
Title

5/1/2017  
Date

## Appendix A

<b>Trademark</b>	<b>County</b>	<b>Status</b>	<b>Serial No./ Registration No.</b>	<b>Date Registered</b>	<b>Class</b>
VINO DE MEZCAL	USA	Abandoned	86163752/ Not registered	N/A	033: Wine and spirits
SIP IT DON'T SHOOT IT	USA	Abandoned	85950501/Not registered	N/A	033: Wine and spirits
PARA TODO MAL MEZCAL Y PARA TODO BIEN TAMBIEN	USA	Abandoned	85874707/Not registered	N/A	033: Liquors and liqueurs
TOBALA	USA	Abandoned	75385438/Not registered	N/A	033: Liquors
MINERO	USA	Abandoned	75385441/Not registered	N/A	033: Liquors
PARA TODO MAL MEZCAL Y PARA TODO BIEN TAMBIEN	USA	Cancelled	75385439/2258011	06/29/1999	033: Liquors and liqueurs
PECHUGA	USA	Abandoned	75385436/Not registered	N/A	033: Liquors
CREMA DE MEZCAL	USA	Abandoned	75385440/Not registered	N/A	033: Liqueurs
SINGLE VILLAGE MEZCAL	USA	Abandoned	75385437/Not registered	N/A	033: Liquors