

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	103677447		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE NECTAR SPIRITS COMPANY, LLC		06/27/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	PERLA SPIRITS, LLC		
Street Address:	400 GALLERIA OFFICENTRE		
Internal Address:	SUITE 450		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87111448	LAS PERLAS DE JALISCO	
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>			
Phone:	305 -373-4000		
Email:	SNACLERIO@RICHMANGREER.COM		
Correspondent Name:	STEVE NACLERIO, ESQ., C/O RICHMAN GREER PA		
Address Line 1:	NORTH TOWER-14TH FLOOR		
Address Line 2:	396 ALHAMBRA CIRCLE		
Address Line 4:	MIAMI, UNITED STATES		
NAME OF SUBMITTER:	STEVEN NACLERIO, ESQUIRE		
SIGNATURE:	/STEVEN NACLERIO/		
DATE SIGNED:	08/04/2017		
Total Attachments: 2			
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source=Trademark Assignment Agreement - Las Perlas_Fully Executed#page2.tif			

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Blue Nectar Spirits Company, LLC, a company organized and existing under the laws of Florida, located at 396 Alhambra Circle, North Tower, 14th Floor, Miami, Florida 33134 (the "Assignor") of the one part; AND

Perla Spirits, LLC, a company organized and existing under the laws of Delaware located at 400 Galleria Officentre, Suite 450, Southfield, MI 48034 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties."

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark application (the "Trademark") in the United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Application No.</u>
<i>Las Perlas de Jalisco</i>	33	87111448

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark Registration in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory and any associated goodwill.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that, to its knowledge, the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in its present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not make any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Florida.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound hereby, and represents and warrants that the individual(s) executing this Agreement on its behalf are duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representatives on this 27th day of June, 2017.

For and on behalf of the Assignor,
Blue Nectar Spirits Company, LLC

Signature: B.N. Bahadur

By: B.N. BAHADUR

Title: Managing Member

For and on behalf of the Assignee,
Perla Spirits, LLC

Signature: Nikhil Bahadur

By: Nikhil Bahadur

Title: President & CEO