

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROPLANO SPIRITS, S. DE R.L. DE C.V.		11/27/2017	Corporation: MEXICO
RECEIVING PARTY DATA			
Name:	Avion Spirits LLC		
Street Address:	210 East 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4072858	AEROPLANO TEQUILA	
CORRESPONDENCE DATA			
Fax Number:	2125939175		
<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:	212-980-0120		
Email:	pto@fkks.com		
Correspondent Name:	Frankfurt Kurnit Klein & Selz PC		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	018843.3100		
NAME OF SUBMITTER:	Matthew Bart		
SIGNATURE:	/Matthew Bart/		
DATE SIGNED:	12/15/2017		
Total Attachments: 2			
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OP \$40.00 4072858

TRADEMARK ASSIGNMENT AGREEMENT

BY AND BETWEEN

AEROPLANO SPIRITS, S. DE R.L. DE C.V., a Mexico corporation with an address at Duque de Rivas # 65, Col. Arcos Vallarta, Guadalajara, Jalisco, Mexico 44130 ("Assignor")

AND

AVION SPIRITS LLC, a Delaware limited liability company with an address at 210 East 49th Street, New York, New York 10017 ("Assignee"), (collectively, "the parties").

WHEREAS:

- A. Assignor is the owner of all right, title and interest in United States Trademark Registration No. 4,072,858 for the mark AEROPLANO & Design ("the Mark");
- B. The parties executed an Agreement ("the Agreement") on November 27th, 2017 the terms of which are herein incorporated by reference;
- C. Pursuant to the Agreement, Assignor agreed to assign all of its right, title and interest in and to the Mark to Assignee; and
- D. Assignor desires hereby to confirm its transfer of the Mark to Assignee, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, assigned, set over and conveyed and does hereby sell, assign, set over and convey unto Assignee all of its right, title and interest in and to the Mark together with its interest in the registration therefor, and the goodwill associated therewith; and

Assignor agrees to execute and deliver to Assignee any and all further acts, conveyances, transfers, assignments, instruments and assurances as Assignee reasonably determines are required to consolidate, vest, record, and perfect in Assignee ownership of and title in the Mark or to otherwise evidence the full, effective and complete implementation and consummation of the assignment of the Mark and the registration therefor, as intended by the parties.

This Trademark Assignment Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.



COMPLETADO

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer, effective as of November 27th, 2017.

ASSIGNOR:

AEROFLANO SPIRITS, S. DE R.L. DE C.V.

By: 

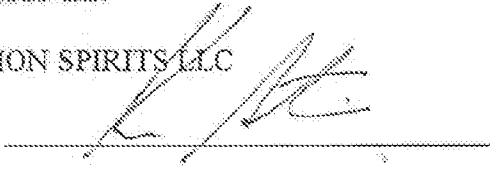
Name: Mario Igartua Desdier

Title: Legal Representative

Date: November 27, 2017

ASSIGNEE:

AVION SPIRITS LLC

By: 

Name: Ken Austin

Title: Legal Representative

Date: November 27, 2017.

