

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salsas De Jalisco Cacu, S.A. DE C.V.		04/12/2019	Sociedad Anonima De Capital: MEXICO
RECEIVING PARTY DATA			
Name:	Spicy Liquid, Inc.		
Street Address:	1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4478351	CHOLULA	
Registration Number:	1555948	CHOLULA	
Registration Number:	3205626	CHOLULA	
Registration Number:	4860754	CHOLULA	
Registration Number:	3957131	CHOLULA HOT SAUCE	
Registration Number:	1910779	CHOLULA HOT SAUCE	
Registration Number:	1918953	CHOLULA HOT SAUCE	
Registration Number:	4478350	CHOLULA'S	
Registration Number:	4677164	COCULA	
Serial Number:	87738277	COCULA	
Registration Number:	3921298		
Registration Number:	2860078		
Registration Number:	5291749	UNCAP REAL FLAVOR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			

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Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 38215-69-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 04/16/2019

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is dated as of April 12, 2019 and is made between SALSAS DE JALISCO CACU, S.A. DE C.V., a Mexican sociedad anónima de capital (“Assignor”) and SPICY LIQUID, INC., a Delaware corporation (“Assignee”) (each, a “Party” and, collectively, the “Parties”).

WHEREAS, pursuant and subject to the December 10, 2018 Share and Asset Purchase Agreement among SUNRISE SPIRITS HOLDINGS, INC., a Delaware corporation (“Share Seller”), Assignor, Casa Cuervo, S.A. de C.V., a Mexican sociedad anónima de capital variable (“Casa Cuervo”), GRUPO DE CONSULTORÍA SANTA FE, S.A. DE C.V., a Mexican sociedad anónima de capital variable (“Employee ServiceCo”), DESARROLLO INMOBILIARIO POLANCO, S.A. DE C.V., a Mexican sociedad anónima de capital variable (“DIPSA”) and Assignee, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under the Marks (as defined below).

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

1. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the trademark registrations, trademark applications, trade names, trade dress, service marks, logos, company names, designs or other similar identifiers of source or origin identified in Schedule A attached hereto (collectively, the “Marks”), including: (i) all goodwill associated with or symbolized by the Marks, (ii) Assignor’s rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements, unfair competition, passing off or other conflicts relating to the Marks, including the right to compromise, sue for and collect such profits and damages, (iii) Assignor’s rights of priority resulting from the filing of the Marks and (iv) Assignor’s other rights, including common law rights, relating to the Marks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, other empowered officials of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment.
3. Assignor hereby agrees to cooperate with Assignee to execute and deliver, or cause to be executed and delivered, all documents, certificates, agreements and


other writings as the Assignee may reasonably request and to cooperate with Assignee to take such other actions as may be reasonably necessary or desirable in order to consummate or implement the transactions contemplated by this Trademark Assignment.

4. This Trademark Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.
5. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of New York without giving effect to any conflict of law provisions thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written

SALSAS DE JALISCO, CACE, S.A. DE C.V.
as Assignor

By: 
Name: Justo Francisco Beckmann Vidal
Title: President

SPICY LIQUID, INC.
as Assignee

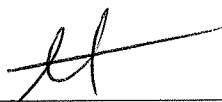
By: _____
Name: Matthew Leeds
Title: President

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

SALSAS DE JALISCO, CACU, S.A. DE C.V.
as Assignor




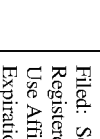
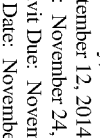
By: _____
Name: Juan Francisco Beckmann Vidal
Title: President



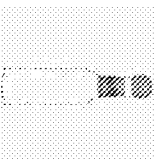
SPICY LIQUID, INC.
as Assignee

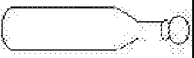
By:  _____
Name: Matthew Leeds
Title: President

Schedule A

Marks

TM Record	App. No./Reg. No.	Mark/Name	Design	Owner Information	Status/Key Dates	Brief Goods/Services
US	RN: 4478351 SN: 77870619	CHOLULA		Asset Seller	Registered February 4, 2014 Int'l Class: 43 First Use: January, 2011 Filed: November 11, 2009 Registered: February 4, 2014 Use Affidavit Due: February 20, 2020 Expiration Date: February 4, 2024	(Int'l Class: 43) restaurant, bar, canteen and carry-out restaurant services
US	RN: 1555948 SN: 73723322	CHOLULA		Asset Seller	Renewed September 12, 2009 Int'l Class: 30 First Use: February 20, 1988 Filed: April 14, 1988 Registered: September 12, 1989 Last Renewal Date: September 12, 2009 Expiration Date: September 12, 2019	(Int'l Class: 30) hot sauce
US	RN: 3205626 SN: 78831337	CHOLULA		Asset Seller	Renewed February 6, 2017 Int'l Class: 30 First Use: February 20, 1988 Filed: March 7, 2006 Registered: February 6, 2007 Last Renewal Date: February 6, 2017 Expiration Date: February 6, 2027	(Int'l Class: 30) hot sauce, dry seasonings
US	RN: 4860754 SN: 86393665	CHOLULA (Special Script)		Asset Seller	Registered November 24, 2015 Int'l Class: 30 First Use: February 20, 1988 Int'l Class: 43 First Use: January, 2011 Filed: September 12, 2014 Registered: November 24, 2015 Use Affidavit Due: November 24, 2021 Expiration Date: November 24, 2025	(Int'l Class: 30) hot sauce, dry seasonings (Int'l Class: 43) restaurant, bar, canteen and carry-out restaurant services
US	RN: 3957131 SN: 85097380	CHOLULA HOT SAUCE and Design		Asset Seller	Registered 8 & 15 July 8, 2017 Int'l Class: 25 First Use: 2005 Filed: July 30, 2010 Registered: May 10, 2011 Expiration Date: May 10, 2021	(Int'l Class: 25) sport shirts, golf shirts, turtle neck shirts, t-shirts, caps, visors, sweatshirts, sun protective shirts

TM Record	App. No./Reg. No.	Mark Name	Design	Owner Information	Statutory Dates	Brief Goods/Services
US	RN: 1910779 SN: 74082503	CHOLULA LABEL IN COLOR		Asset Seller	Renewed August 8, 2015 Int'l Class: 30 First Use: February 20, 1988 Filed: July 27, 1990 Registered: August 8, 1995 Last Renewal Date: August 8, 2015 Expiration Date: August 8, 2025	(Int'l Class: 30) sauce for use with foods
US	RN: 1918953 SN: 74082614	CHOLULA BOTTLE IN COLOR		Asset Seller	Renewed September 12, 2015 Int'l Class: 30 First Use: 1989 Filed: July 27, 1990 Registered: September 12, 1995 Last Renewal Date: September 12, 2015 Expiration Date: September 12, 2025	(Int'l Class: 30) sauce for use with foods
US	RN: 4478350 SN: 77867682	CHOLULA'S		Asset Seller	Registered February 4, 2014 Int'l Class: 43 First Use: August, 2011 Filed: November 7, 2009 Registered: February 4, 2014 Use Affidavit Due: February 4, 2020 Expiration Date: February 4, 2024	(Int'l Class: 43) restaurant, bar, canteen and carry-out restaurant services
US	RN: 4677164 SN: 85645626	COCUILA		Asset Seller	Registered January 27, 2015 Int'l Class: 30 First Use: April 29, 1983 Filed: June 7, 2012 Registered: January 27, 2015 Use Affidavit Due: January 27, 2021 Expiration Date: January 27, 2025	(Int'l Class: 30) chili powders; hot sauce
US	RN: 87738277	COCUILA		Asset Seller	Pending - Suspension Letter Mailed May 30, 2018 Filed: December 29, 2017 Intent to Use	(Int'l Class: 30) sauces, hot sauces; seasonings for foods; spices for foods; mustard
US	RN: 3921298 SN: 77884633	Design Only		Asset Seller	Registered Supplemental Register 8 Accepted March 28, 2017 Int'l Class: 30 First Use: February 20, 1988 Filed: December 2, 2009 Registered: February 15, 2011 Expiration Date: February 15, 2021	(Int'l Class: 30) hot sauce

TM Record	App. No./Reg. No.	Mark/Name	Design	Owner Information	Statutory Dates	Brief Goods/Services
US	RN: 2860078 SN: 78204394	CHOLULA BOTTLE		Asset Seller	Renewed Principal Register - Sec. 2(F) July 6, 2014 Int'l Class: 30 First Use: December 31, 1989 Filed: January 17, 2003 Registered: July 6, 2004 Last Renewal Date: July 6, 2014 Expiration Date: July 6, 2024	(Int'l Class: 30) sauce for use with foods
US	RN: 5291749 SN: 86846759	UNCAP REAL FLAVOR		Asset Seller	Registered September 19, 2017 Int'l Class: 30 First Use: September, 2016 Filed: December 11, 2015 Registered: September 19, 2017 Use Affidavit Due: September 19, 2023 Expiration Date: September 19, 2027	(Int'l Class: 30) hot sauce, spices, food seasonings