

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541451

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|-----------------------------------|--|-----------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CB Spirits S.a.r.L. | | 01/03/2019 | société à responsabilité limitée (sarl): LUXEMBOURG |
| RECEIVING PARTY DATA | | | |
| Name: | CB Brand Strategies, LLC, a Delaware limited liability company, acting through CB Brand Strategies, LLC, Wilmington, Delaware, USA, Zug Branch | | |
| Street Address: | Baarerstrasse 10 | | |
| City: | Zug | | |
| State/Country: | SWITZERLAND | | |
| Postal Code: | CH-6300 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5623403 | CASA NOBLE SELECCION DEL FUNDADOR | |
| Registration Number: | 5328374 | ALTA BELLEZA | |
| Registration Number: | 3529524 | | |
| Registration Number: | 3692139 | | |
| Registration Number: | 3665591 | CASA NOBLE | |
| Registration Number: | 2366420 | CASA NOBLE | |
| Registration Number: | 5120577 | PEPE HERMOSILLO | |
| Serial Number: | 87198159 | CASA NOBLE | |
| Serial Number: | 86383941 | | |
| Serial Number: | 86881218 | CASA NOBLE RESERVA DE ANGELES | |
| Serial Number: | 86881210 | CASA NOBLE RESERVA DEL DIABLO | |
| Serial Number: | 87243504 | CHAPULIN | |
| Serial Number: | 87238731 | CHAPULÍN | |
| Serial Number: | 87607119 | CHAPULIN | |
| Serial Number: | 87607134 | | |
| Serial Number: | 87607142 | | |
| Serial Number: | 87692089 | MAÑOSO | |
| Serial Number: | 87643562 | MI CAMPO | |

CH \$590.00 5623403

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 87687183 | NUEVO REBELDE |
| Serial Number: | 88062913 | CASA NOBLE |
| Serial Number: | 87722779 | |
| Serial Number: | 87748337 | C N |
| Serial Number: | 87687174 | VELOZ |

CORRESPONDENCE DATA

Fax Number: 2122185526
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.
Phone: 212-218-5500
Email: cbidocket@seyfarth.com, awilkins@seyfarth.com, jheinbockel@seyfarth.com
Correspondent Name: Julia K. Sutherland
Address Line 1: 233 South Wacker Drive
Address Line 2: Suite 8000
Address Line 4: Chicago, ILLINOIS 60606-6448

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 105820-000044 |
| NAME OF SUBMITTER: | John C. Heinbockel |
| SIGNATURE: | /John C Heinbockel/ |
| DATE SIGNED: | 09/18/2019 |

Total Attachments: 6
source=CB Spirits to Zug Branch COMPLETE Master Assignment US#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 3, 2019, is made by CB Spirits S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 26, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 189.208 (“**Seller**”), in favor of CB Brand Strategies, LLC, a Delaware limited liability company, acting through CB Brand Strategies, LLC, Wilmington, Delaware, USA, Zug Branch, having its office registered at Baarerstrasse 10, CH-6300 Zug and registered with the Commercial Register of the Canton of Zug under number CHE-355.916.772 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to a Master Assignment and Assumption Agreement between Buyer and Seller, dated as of January 3, 2019 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademarks, registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

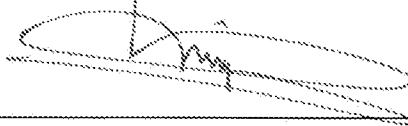
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action whether in contract, tort, or otherwise based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CB SPIRITS S.À R.L.



By: _____

Name: Nicolas Susgin

Title: Category A Manager

Date: January 2, 2019

Address for Notices: 26, Boulevard Royal, L-2449 Luxembourg

AGREED TO AND ACCEPTED:

**CB BRAND STRATEGIES, LLC, ACTING THROUGH CB
BRAND STRATEGIES, LLC, WILMINGTON, DELAWARE,
USA, ZUG**

By: _____

Name: Michael Lurie

Title: Branch Manager

Date: January ____, 2019

Address for Notices: Baarerstrasse 10, CH-6300 Zug, Switzerland

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CB SPIRITS S.À R.L.

By: _____

Name: Nicolas Susgin

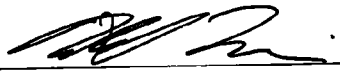
Title: Category A Manager

Date: January __, 2019

Address for Notices: 26, Boulevard Royal, L-2449 Luxembourg

AGREED TO AND ACCEPTED:

**CB BRAND STRATEGIES, LLC, ACTING THROUGH CB
BRAND STRATEGIES, LLC, WILMINGTON, DELAWARE,
USA, ZUG**

By:  _____

Name: Michael Lurie

Title: Branch Manager

Date: January 3, 2019

Address for Notices: Baarerstrasse 10, CH-6300 Zug, Switzerland

SCHEDULE 1

U.S. ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

| MARK | REGISTRATION NO. | REGISTRATION DATE |
|--|-------------------------|--------------------------|
| A NOBLE SELECCION DEL FUNDADOR | 5623403 | 12/4/2018 |
| ALTA BELLEZA | 5328374 | 11/7/2017 |
| BOTTLE DESIGN MARK | 3529524 | 11/4/2008 |
| BOTTLE DESIGN MARK | 3692139 | 10/6/2009 |
| BOTTLE with straight sides and pour spout (Misc. Design) | 87722779 | 12/18/2017 |
| C N (Misc. Design) | 87748337 | 1/9/2018 |
| CASA NOBLE | 3665591 | 8/11/2018 |
| CASA NOBLE | 88062913 | 11/27/2018 |
| CASA NOBLE (Misc. Design) | 2366420 | 7/11/2000 |
| CASA NOBLE (Misc. Design) | 87198159 | 1/26/2017 |
| CASA NOBLE BOTTLE (Misc. Design) | 86383941 | 9/3/2014 |
| CASA NOBLE RESERVA DE ANGELES | 86881218 | 1/5/2017 |
| CASA NOBLE RESERVA DEL DIABLO | 86881210 | 3/9/2018 |
| CHAPULIN | 87243504 | 11/21/2016 |
| CHAPULIN | 87238731 | 11/16/2016 |
| CHAPULIN (Stylized and/or with Design) | 87607119 | 9/13/2017 |
| GRASSHOPPER | 87607134 | 9/13/2017 |
| GRASSHOPPER Design/Color | 87607142 | 9/13/2017 |

| MARK | REGISTRATION NO. | REGISTRATION DATE |
|-----------------------------------|-------------------------|--------------------------|
| MAICTOSO | 87692089 | 1/23/2018 |
| MI CAMPO | 87643562 | 12/4/2018 |
| NUEVO REBELDE | 87687183 | 11/16/2017 |
| Pepe Hermosillo (Misc. Design) | 5120577 | 1/10/2017 |
| VELOZ | 87687174 | 1/23/2018 |