

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Destiladora Del Valle de Tequila, S.A. de C.V.		03/10/2020	Corporation: MEXICO
RECEIVING PARTY DATA			
Name:	Naughty Paws Corp		
Street Address:	900 S Ridgeley Drive		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5886863	NAUGHTY PAWS	
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:	9175661003		
Email:	legal@tmthspot.com		
Correspondent Name:	Laurie Marshall		
Address Line 1:	210 West 101st Street		
Address Line 2:	Suite 6F		
Address Line 4:	New York, NEW YORK 10025		
NAME OF SUBMITTER:	Laurie Marshall		
SIGNATURE:	/Laurie Marshall/		
DATE SIGNED:	03/18/2020		
Total Attachments: 2			
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OP \$40.00 5886863

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of this 10th day of March, 2020 (the "Assignment"), by and between Destiladora Del Valle de Tequila, S.A. de C.V., a Mexico Corporation, having its principal place of business at Carretera Internacional #102, Tequila, Mexico, 43406 (hereinafter "Assignor"), and Naughty Paws Corp, a California Corporation, having its principal place of business at 900 S Ridgeley Drive, Los Angeles, California, 90036, USA, (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks and trademark registration identified as:

U.S. Trademark Registratoin No. 5886863 for Naughty Paws

WHEREAS, Assignor agrees to sell, assign, convey and transfer to Assignee all right, title and interest in each such trademark registration shown above, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Mark").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns the entire worldwide right, title and interest in and to the Mark, the ongoing and existing business of Assignor to which the Mark pertains, the goodwill of the business symbolized by the Mark, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Mark worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Mark prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies, if any applicable

foreign countries, to record Assignee as owner of the Mark, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Each individual signing this Agreement represents and warrants that he/she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party and/or others for which he/she signs.

3. Further Assurances. Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Mark and to assist Assignee in exercising all rights with respect thereto.

4. No Conflicts. Assignor hereby covenants and agrees that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

5. Miscellaneous. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark on the date aforesaid mentioned.



Destiladora Del Valle de Tequila, S.A. de C.V.

By: Celia Maestri

Its: 03/10/2020