

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JORGE LUIS RODRIGUEZ-MUÑIZ		02/24/2021	INDIVIDUAL: MEXICO
RECEIVING PARTY DATA			
Name:	Destileria La Experiencia SA De CV		
Street Address:	KM 175.5, Carretera Irapuato		
Internal Address:	Guadalajara, Predio Ojo De Agua		
City:	En Tototlan, Jalisco		
State/Country:	MEXICO		
Postal Code:	47779		
Entity Type:	Sociedad Anonima: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88826302	REY TEQUILERO	
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:	9179333895		
Email:	alichy@lichylaw.com		
Correspondent Name:	Abraham Lichy		
Address Line 1:	222 E 68th St. New York		
Address Line 4:	New York, NEW YORK 10065		
NAME OF SUBMITTER:	Abraham Lichy		
SIGNATURE:	/Abraham Lichy/		
DATE SIGNED:	03/09/2021		
Total Attachments: 9			
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TRADEMARK LICENSE AGREEMENT ("AGREEMENT") MADE AS OF THIS 21TH DAY OF APRIL 2020, BY AND BETWEEN JORGE LUIS RODRIGUEZ MUÑIZ WITH ITS PRINCIPAL PLACE OF BUSINESS AT LÓPEZ PORTILLO NO. 11 B, COL. MIGUEL DE LA MADRID, 45236 EN ZAPOPAN, JALISCO, MÉXICO ("HEREINAFTER LICENSOR), DESTILERIA LA EXPERIENCIA SADDE CV. REPRESENTED BY LORENZO MIGUEL SANCHEZ VELASCO WITH ITS PRINCIPAL PLACE OF BUSINESS AT KM. 175.5, CARRETERA IRAPUATO GUADALAJARA, PREDIO OJO DE AGUA, CP 47779 EN TOTOTLAN, JALISCO, MÉXICO. ("HEREINAFTER LICENSEE")

1. LICENSE GRANT.

- a. License. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a nontransferable, non-sub licensable, to use the following trademark:

TRADEMARK	APPLICATION	CLASS
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- b. TERM This license will be allow for ten (10) years, therefore will be in force until February 24, 2031.

2. DELIVERABLES.

- . TRADEMARKS. Upon manufacture, Licensor shall provide Licensee copy of the Label.

. TECHNICAL AND MANAGEMENT CONSULTATION. Licensee shall have telephone consultation for its or its consultants, regarding the design, configuration and selection of trademark. Licensee understands and acknowledges that Licensee bears sole responsibility for the design.

TITLE. Licensee agrees that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the character, including all modifications and customizations thereto, and Licensee shall not remove any of Licensor's proprietary markings from the Trademark.

LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES.

Licensor warrants that it has title to the trademark and the right to grant the license to Licensee hereunder. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF REMEDIES, DAMAGES AND LIABILITY.

Replacement, Sole Remedy. Subject to this Agreement, Licensor's entire liability and Licensee's exclusive remedy shall be the repair or replacement by Licensor of trademark not meeting Licensor's "Limited Warranty". If, within a commercially reasonable time, Licensor is unable to replace or repair the product, Licensee may terminate this Agreement and any other related agreements, return the trademark, documentation, and other material supplied by Licensor, and receive a refund of all fees paid hereunder and under any related agreements, which are contemporaneously terminated.

Damages Limitation. Licensor disclaims any and all liability for it, and each of their respective officers, directors, consultants, agents (*"associated person"*) for special, indirect, incidental, punitive, or consequential damages, as well as loss of profit, loss of opportunity, or increased operating costs, arising out of or related to this agreement, its performance, or breach, or with respect to the installation, use, operation, or support of the software, hardware, or services, even if licensor has been apprised of the possibility of such damages.

LIMITATION OF LIABILITY. Licensee specifically agrees that the total cumulative liability on the part of licensor (and any of its associated persons) hereunder arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory (to the maximum extent permitted by law) shall not exceed the amounts paid by licensee, in fees for the use of the trademark.

INTELLECTUAL PROPERTY INFRINGEMENT. Licensor shall indemnify, defend and hold Licensee harmless from any claims that trademark infringes upon any United States trademark issued on or before the Effective Date of this Agreement, or copyright, provided Licensor is promptly notified of any and all threats, claims, or proceeding related thereto, and given reasonable assistance by the Licensee, and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise with respect thereto. Licensor is not responsible for any settlement it does not approve in writing. In addition to the foregoing, Licensor may, at its sole option and expense, either: (i) procure for Licensee the right to continue using the allegedly infringing trademark; or (ii) replace any allegedly infringing trademark with a suitable non- infringing product (which may have modified or excluded functionality); or (iii) modify the allegedly infringing trademark so that it becomes non-infringing (which may have modified or excluded functionality); or (iv) if either (i), (ii) or (iii) is not commercially reasonable in Licensee's sole opinion, terminate the license to Licensee and refund, using a five year period, a pro-rata portion of the License fees paid by Licensee for such terminated license. This Section states Licensor's total liability for all claims of intellectual property infringement and Licensee's sole and exclusive remedies therefore. The foregoing obligations of Licensor do not apply where the trademark: (i) is combined with other characters or products, or materials, where the alleged infringement relates to such combination; (ii) where Licensee continues the allegedly infringing activity after being notified thereof, or after being informed of modifications that would have avoided the alleged infringement; or (iii) where Licensee's use is in violation of this Agreement (collectively "Excluded Claims"). Licensee shall indemnify, defend and hold Licensor harmless for infringement claims arising from Excluded Claims.

AUDIT. Licensor may, at any time, with or without notice to Licensee, audit, or have its representative audit Licensee's use of the TRADEMARKS. Such audit will be conducted at Licensee's premises, and shall be conducted in a manner so as not to unduly interfere with Licensee's business.

CONFIDENTIALITY.

Confidential Information. Each Party shall regard and preserve as confidential all information received under this Agreement related to the business and activities of the other Party and its affiliates, (collectively, the "Confidential Information"). Each Party agrees to hold the Confidential Information in trust and confidence applying the same degree of care as it employs in respect of its own Confidential Information of similar nature (but in no event less than reasonable care), to use the Confidential Information solely to fulfill its obligations hereunder and not to disclose the Confidential Information (including, without limitation, the trademark drawings, design and character, and information relating to pricing, methods, processes, financial data, Licensee lists, product development, business, marketing, promotion, distribution, sales, sales plan or related information) to any person, firm or enterprise, or otherwise use the Confidential Information for its own benefit, unless authorized by the other Party in writing prior to the disclosure. Upon termination of this Agreement, each Party agrees that it shall destroy or return the other Party's Confidential Information to that Party.

Exceptions. This non-disclosure obligation shall not apply to Confidential Information: (i) previously known to the other Party as evidenced by its records, (ii) subsequently otherwise acquired by the other Party from a third party having the right to disclose the Confidential Information, or (iii) which is now or later becomes publicly known through no fault of the other Party. This non-disclosure obligation also shall not apply to Confidential Information which is required to be disclosed pursuant to an order of a court of competent jurisdiction or a governmental regulatory agency or department, provided however, that the Party whose Confidential Information is subject to disclosure shall be given a reasonable opportunity to intervene in the disclosure order.

MAINTENANCE AGREEMENT. Licensee may elect to execute Licensor's standard maintenance agreement at its then effective rate. Licensee shall pay Licensor, at Licensor's then current time and material rates and related expenses, to review the trademark for any unauthorized modifications and install any missed updates, revisions or patches to the trademark, drawing, design or character to bring the trademark up to current standards.

TERMINATION, RIGHTS UPON TERMINATION. Upon occurrence of any one or more of the following either party may terminate this Agreement upon seven (7) days written notice to the other if (a) either party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice from the non-breaching party; (b) if the Licensee voluntarily or involuntarily becomes subject to any form of bankruptcy or insolvency, receivership, or trusteeship, then the Licensor may terminate this Agreement also upon seven (7) days written notice to the Licensee. Upon termination or expiration of this Agreement for any reason, the License and all of Licensee's rights under this Agreement shall terminate, Licensee shall promptly return to Licensor the trademark, drawings and designs, any components or derivative works of such trademark, and documentation materials provided by Licensor and all copies thereof that are in Licensee's possession or control. Further, Licensee shall immediately delete all copies of trademark design from all computer systems of Licensee and certify in writing that it has deleted and returned such copies. The obligation to maintain the confidentiality of a Party's confidential information shall survive the expiration or termination of this Agreement.

GENERAL PROVISIONS.

Assignability. This Agreement and all rights and obligations thereunder shall not be assignable by Licensee (including by operation of law) except with the prior written consent of Licensor, which shall not be unreasonably withheld. A change in control shall be deemed an assignment subject to this Section.

Entire Agreement; Amendment. This Agreement with its Exhibit(s) is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter, or any written materials or oral discussions or communications concerning the trademark. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.

CONFIDENTIALITY.

Confidential Information. Each Party shall regard and preserve as confidential all information received under this Agreement related to the business and activities of the other Party and its affiliates, (collectively, the "Confidential Information"). Each Party agrees to hold the Confidential Information in trust and confidence applying the same degree of care as it employs in respect of its own Confidential Information of similar nature (but in no event less than reasonable care), to use the Confidential Information solely to fulfill its obligations hereunder and not to disclose the Confidential Information (including, without limitation, the trademark drawings, design and character, and information relating to pricing, methods, processes, financial data, Licensee lists, product development, business, marketing, promotion, distribution, sales, sales plan or related information) to any person, firm or enterprise, or otherwise use the Confidential Information for its own benefit, unless authorized by the other Party in writing prior to the disclosure. Upon termination of this Agreement, each Party agrees that it shall destroy or return the other Party's Confidential Information to that Party.

Exceptions. This non-disclosure obligation shall not apply to Confidential Information: (i) previously known to the other Party as evidenced by its records, (ii) subsequently otherwise acquired by the other Party from a third party having the right to disclose the Confidential Information, or (iii) which is now or later becomes publicly known through no fault of the other Party. This non-disclosure obligation also shall not apply to Confidential Information which is required to be disclosed pursuant to an order of a court of competent jurisdiction or a governmental regulatory agency or department, provided however, that the Party whose Confidential Information is subject to disclosure shall be given a reasonable opportunity to intervene in the disclosure order.

MAINTENANCE AGREEMENT. Licensee may elect to execute Licensor's standard maintenance agreement at its then effective rate. Licensee shall pay Licensor, at Licensor's then current time and material rates and related expenses, to review the trademark for any unauthorized modifications and install any missed updates, revisions or patches to the trademark, drawing, design or character to bring the trademark up to current standards.

Application of Jalisco law, Jalisco Civil Code as Mandatory Forum for Disputes, Jurisdiction. This Agreement and any disputes arising from or related to it shall be governed by the laws of the State of Jalisco Mexico. In addition, the parties agree, notwithstanding any state, provincial, or federal laws to the contrary, that exclusive jurisdiction and venue for any dispute between the parties that relates or arises directly or indirectly from this Agreement (including its validity, interpretation, breach, or enforceability) and the parties' business relationship with each other shall be in the state or federal courts of Jalisco.. The parties recognize that this is a mandatory forum selection clause, which clause is part of the consideration for this Agreement. Further, the parties agree that neither the Licensor's entry into this Agreement nor any activities of the Licensor outside of Jalisco leading up to and carrying out the Agreement shall be a basis for any court, party, or entity to attempt to assert jurisdiction over Licensor anywhere outside of the state of Jalisco Mexico. The parties agree that any attempt to compel Licensor or its agents, servants, employees or affiliates to appear in any forum anywhere outside of the state of Jalisco shall be considered a material breach of this contract, entitling Licensor (notwithstanding any other provisions in this agreement) to its counsel fees and costs incurred in connection with any efforts to enforce this paragraph and transfer any actions or causes of action to the state or federal courts seated in the State of Jalisco.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of the Agreement and all of which, when taken together shall constitute one document.

Waiver. Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.

Severability. A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.

Force Majeure. Except for Licensee's payment obligations, neither Licensee nor Licensor shall be responsible for delays or failure in performance resulting from acts beyond their control. Such acts include but are not limited to Acts of God, strikes, lockouts, and acts of war, epidemics, and government regulations imposed after the Effective Date of this Agreement, fire, communication line failure, airline delays, power failure, computer or equipment failure, earthquakes, or other disasters. In the event either party is unable to performance any of its obligations under this Agreement because of acts beyond its reasonable control, the Party who has been so affected immediately shall give notice to the other Party and shall use its best effort to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds ninety (90) days from receipt of the notice, the Party whose performance has not been affected may, by written notice, terminate this Agreement.

Relationship of the Parties. Licensor is an independent company Under no circumstances shall Licensor or any of its employees be construed as agents or employees of Licensee.

Survival. The terms and conditions of the Agreement that by their meaning and context are intended to survive shall survive the termination of this Agreement.

Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the Mexican mail, sent registered mail by first class, postage prepaid, or by overnight carrier or personal delivery, addressed as set forth at the beginning of this Agreement.


Cooperation. Licensee will, and shall ensure that its employees and subcontractors will fully cooperate with Licensor and provide such reasonable assistance as may be required for the Licensee to performance hereunder.

No Construction of Ambiguities Against Either Party. The parties agree that Licensee has had the opportunity to review this Agreement, discuss its terms with Licensor, and has had the opportunity to consult counsel of Licensee's choosing about this Agreement's terms. Accordingly, any claimed ambiguity may not be construed for or against either party by virtue of either party's role in drafting this Agreement.

Agreed to by the undersigned authorized representatives of the parties.

IN WITNESS WHEREOF, authorized officers of the parties have signed this Agreement with the intent to be bound thereby,

(LICENSOR)



Jorge Luis Rodríguez Muñiz

LICENSEE

Destilería la Experiencia, SA de CV,



Lorenzo Miguel Sánchez Velasco

DATE: FEBRUARY 24, 2021

DATE: FEBRUARY 24, 2021