

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tequila Partida B.V.		03/25/2022	Corporation: NETHERLANDS

RECEIVING PARTY DATA

Name:	Lucas Bols Amsterdam B.V.
Street Address:	Paulus Potterstat 12
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1071 CZ
Entity Type:	Corporation: NETHERLANDS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3096213	
Registration Number:	3376425	
Registration Number:	3360941	ELEGANTE
Registration Number:	3021552	PARTIDA
Registration Number:	3373671	PARTIDA

CORRESPONDENCE DATA

Fax Number: 3015750357

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: 3015750357

Email: slloyd@offitkurman.com

Correspondent Name: Steven Scott Lloyd

Address Line 1: 7501 Wisconsin Avenue

Address Line 2: Suite 1000W

Address Line 4: Bethesda, MARYLAND 20814

DOMESTIC REPRESENTATIVE

Name: Steven Scott Lloyd

Address Line 1: 7501 Wisconsin Avenue

CH \$140.00 3096213

Address Line 2:	Suite 1000W
Address Line 4:	Bethesda, MARYLAND 20814
NAME OF SUBMITTER:	Steven Scott Lloyd
SIGNATURE:	/Steven Scott Lloyd/
DATE SIGNED:	04/01/2022
Total Attachments: 6 source=Deed of Assignment TP BV - 25032022.docx#page1.tif source=Deed of Assignment TP BV - 25032022.docx#page2.tif source=Deed of Assignment TP BV - 25032022.docx#page3.tif source=Deed of Assignment TP BV - 25032022.docx#page4.tif source=Deed of Assignment TP BV - 25032022.docx#page5.tif source=Deed of Assignment TP BV - 25032022.docx#page6.tif	

Deed of Assignment

This deed of assignment (“**Deed**”), dated as of March 25, 2022, is made by and between TEQUILA PARTIDA B.V., a Dutch corporation with offices located at Paulus Potterstraat 12, 1071 CZ Amsterdam, The Netherlands, registered with the Dutch trade register under number 85160016 (“**Assignor**”) and Lucas Bols Amsterdam B.V., a Dutch corporation with offices located at Paulus Potterstraat 12, 1071 CZ Amsterdam, The Netherlands, registered with the Dutch trade register under number 34242709 (“**Assignee**”).

WHEREAS, the Assignor is the owner of the intellectual property rights as listed in Schedule A hereto including all associated goodwill of Assignor’s business (collectively the “**Assigned Assets**”).

WHEREAS, by written resolutions dated 25 March 2022 (the “**Consent**”), each of the board of directors and the general meeting of shareholders of Assignor resolved to distribute, transfer and assign to the Assignee the Assigned Assets by means of a dividend in kind, and to execute and deliver this Deed for recording with the intellectual property authorities selected by Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Intellectual Property Asset Assignment. Assignor hereby unconditionally, irrevocably and without any restriction, transfers and assigns, with immediate effect, to Assignee:

(a) all right, title, and interest in and to the Assigned Assets, including any current registrations thereof; and

(b) any other rights Assignor may have in the Assigned Assets in any jurisdiction throughout the world.

2. Valuation.

The value of the Assigned Assets has been determined as set forth in the Consent.

3. Registrations.

(a) Within ten (10) business days following any request made in writing by Assignee, Assignor shall obtain transfer codes for the domain names listed in Schedule A from the applicable registrar and provide the transfer codes to Assignee. Assignee shall be responsible for transferring the domain names to its account with the registrar of its choice. Assignor agrees to execute any other documents and take any other actions that are reasonably necessary in order to effectuate the transfer of the domain names to Assignee. Assignee agrees that it will be solely responsible for all costs associated with the transfer of the domain names.

(b) Assignee shall be solely responsible for recording this Deed with any intellectual property authorities of its choosing. Assignee shall be solely responsible for all costs associated with the recordation of this Deed with the selected intellectual property authorities.

(c) The domain names and trademarks will be deemed transferred when:

(i) Assignee's domain name registry has confirmed the transfer in accordance with its procedures therefor, if applicable;

(ii) the applicable WHOIS database identifies Assignee as the registrant of the domain names;

(iii) the Assignee has administrative and technical access to the domain names, and sole control over the internet protocol address to which the domain names resolve; and

(iv) Assignee's attorney of record with its selected intellectual property authorities records a suitable version of this Deed therewith as evidence of Assignor's assignment of the applicable Assigned Assets.

4. Other Agreements of Assignor. Assignor hereby consents to Assignee's use of the Assigned Assets within any applicable jurisdiction throughout the world, and shall not oppose Assignee's use or registration of any of the Assigned Assets with any intellectual property authority, domain name registrar or business name registration authority.

5. Representations and Warranties of the Parties. Each party represents and warrants to the other that as of the date hereof it has the full right, power, and authority to enter into this Deed and perform its obligations hereunder; the execution of this Deed by Assignor has been duly authorized by all necessary organizational action of Assignor; and when executed and delivered by both parties this Deed will constitute the legal, valid, and binding obligation of Assignor enforceable against Assignor in accordance with its terms and conditions.

6. Miscellaneous.

(a) This Deed shall be governed by and construed in accordance with the laws of the Netherlands. All disputes arising from or in connection with this Deed shall be subject to the exclusive jurisdiction of the competent court of Amsterdam.

(b) This Deed shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(c) To the extent permitted by law, the parties hereby explicitly exclude the possibility of dissolving (ontbinden) this Deed.

(d) This Deed, with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and

supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

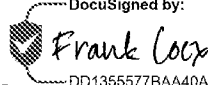
(e) This Deed may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Deed or, in the case of waiver, by the party or parties waiving compliance.

(f) This Deed may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Deed delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Deed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first above written.

LUCAS BOLS AMSTERDAM B.V.

DocuSigned by:
By:  _____
DD1355577BAA40A...

Name: Frank J. Coex

Title: Director

TEQUILA PARTIDA B.V.

By: Lucas Bols Amsterdam B.V.,
Sole Director

DocuSigned by:
By:  _____
DD1355577BAA40A...

Name: Frank J. Coex

Title:

Director

Schedule A – Assigned Assets

Asset Class	Name	Registration Status	Registration Number	Intellectual Property Authority
Brand	Reserva Tequila Partida Blanco	Unregistered	NA	NA
Brand	Reserva Tequila Partida Reposado	Unregistered	NA	NA
Brand	Reserva Tequila Partida Reposado Single Barrel	Unregistered	NA	NA
Brand	Reserva Tequila Partida Anejo	Unregistered	NA	NA
Brand	Reserva Tequila Partida Anejo Cristalino	Unregistered	NA	NA
Brand	Reserva Tequila Partida Extra Anejo Elegante	Unregistered	NA	NA
Brand	Roble Fino Tequila Partida Reposado	Unregistered	NA	NA
Brand	Roble Fino Tequila Partida Reposado Cristalino	Unregistered	NA	NA
Brand	Roble Fino Tequila Partida Anejo	Unregistered	NA	NA
Brand	Familia Tequila Partida Blanco	Unregistered	NA	NA
Brand	Familia Tequila Partida Reposado	Unregistered	NA	NA
Brand	Familia Tequila Partida Anejo	Unregistered	NA	NA
Brand	Familia Tequila Partida Extra Anejo Elegante	Unregistered	NA	NA
Trademark	Bird Design	Registered	846556	BX, CN, FR, DE, GR, WO,

				IE, IT, SG, ES, UK
Trademark	Bird Design	Registered	827219270	BR
Trademark	Bird Design	Registered	TMA796,789	CA
Trademark	Bird Design	Registered	906878	MX
Trademark	Bird Design	Registered	3,096,213	US
Trademark	Bird Design	Registered	980068	MX
Trademark	Bird Design	Registered	2459839	UK
Trademark	Bird Design	Registered	TMA796,789	CA
Trademark	Bird Design	Registered	3,376,425	US
Trademark	Elegante	Registered	3,360,941	US
Trademark	Partida	Registered	3,021,552	US
Trademark	Partida	Registered	843074	BX, CN, FR, DE, GR, WO, IE, IT, JP, SG, ES, UK, RU
Trademark	Partida	Registered	826816126	BR
Trademark	Partida	Registered	3,373,671	US
Trademark	Partida	Registered	962007	MX
Trademark	Partida	Registered	544797	MX
Trademark	Familia Partida	Registered	888773	MX
Trademark	Reserva Partida	Registered	953581	MX
Trademark	Elegante & Desgin	Registered	1383488	MX
Trademark	Roble Fino	Registered	2032138	MX
Trademark	Design	Registered	1742358	MX
Trademark	Design & 3D Shape	Registered	1791178	MX
Domain Name	Partidatequila.com	Registered	NA	GoDaddy
Domain Name	Partida.com.mx	Registered	NA	GoDaddy
Domain Name	Casapartida.com	Registered	NA	GoDaddy
Domain Name	Partidatequila.com.mx	Registered	NA	GoDaddy
Domain Name	Tequilapartida.com	Registered	NA	GoDaddy
Domain Name	Tequilapartida.com.mx	Registered	NA	GoDaddy

TRADEMARK

RECORDED: 04/01/2022

REEL: 007678 FRAME: 0593