

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BODEGAS Y VIÑEDOS SANTA CELIA, S.A.		09/10/2022	Corporation: ARGENTINA
RECEIVING PARTY DATA			
Name:	BODEGAS BUDEGUER, S.A.		
Street Address:	CARRIL PERITO MORENO # 5707		
Internal Address:	RODEO DEL MEDIO MAIPU		
City:	MENDOZA		
State/Country:	ARGENTINA		
Postal Code:	5529		
Entity Type:	Corporation: ARGENTINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4245991	TUCUMEN	
Registration Number:	4156884	BUDEGUER	
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:	5059991498		
Email:	etorresmt@gmail.com		
Correspondent Name:	Elsa Torres		
Address Line 1:	1209 San Dario Ave., PMB A-215		
Address Line 4:	Laredo, TEXAS 78040		
NAME OF SUBMITTER:	Sebastian Budeguer		
SIGNATURE:	/Sebastian Budeguer/		
DATE SIGNED:	10/25/2022		
Total Attachments: 2			
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OP \$65.00 4245991

TRADEMARK ASSIGNMENT

This Agreement is by and between **BODEGAS Y VIÑEDOS SANTA CELIA, S.A.**, represented by **Sebastian Budeguer** ("Assignor"), and **BODEGAS BUDEGUER, S.A.**, represented by **Sebastian Budeguer** ("Assignee")

WHEREAS, Assignor, is the owner of the marks TUCUMEN Reg Nr. 4245991 and BUDEGUER Reg Nr. 4156884 (the "Trademarks"); and

WHEREAS, Assignee, whose address is: Carril Perito Moreno 5707, Rodeo del Medio Maipu, Mendoza, Argentina, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00, payable on SEPTEMBER 13, 2022.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power, and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding, and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes

any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of NEW MEXICO

Date: SEPTEMBER 10, 2022

ASSIGNOR



BODEGAS Y VINEDOS SANTA CELIA, S.A.
Represented by: Sebastian Budeguer

ASSIGNEE



BODEGAS BUDEGUER, S.A.
Represented by: Sebastian Budeguer