

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782763

| | |
|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the assignor street address previously recorded on Reel 007678 Frame 0586. Assignor(s) hereby confirms the assignment of the entire interest and 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 Potterstraat 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: 2125451656

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: 3475898536

Email: lwinston@offitkurman.com

Correspondent Name: Laura J. Winston

Address Line 1: 590 Madison Avenue, 6th Floor

Address Line 2: Offit Kurman, P.A.

Address Line 4: New York, NEW YORK 10022

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Laura J. Winston |
| SIGNATURE: | /Laura J. Winston/ |

CH \$140.00 3096213

| | |
|---------------------|------------|
| DATE SIGNED: | 01/26/2023 |
|---------------------|------------|

Total Attachments: 8
source=assignment-tm-7678-0586#page1.tif
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source=assignment-tm-7678-0586#page4.tif
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source=assignment-tm-7678-0586#page6.tif
source=assignment-tm-7678-0586#page7.tif
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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.

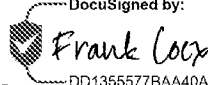
(e) This Deed may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Deed or, in the case of waiver, by the party or parties waiving compliance.

(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: 04/06/2023

REEL: 007953 FRAME: 0852