

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riazul Imports, LLC		04/18/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	TAS Agave, LLC		
Street Address:	900 Armour Drive		
City:	Lake Bluff		
State/Country:	ILLINOIS		
Postal Code:	60044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5114964	RIAZULEÑO	
Registration Number:	4801044	RIAZUL	
Registration Number:	3647991	RIAZUL	
Serial Number:	97341647	LA PITTAYYA BY FAMILIA OROZCO	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	jmikulina@mwe.com, dbreitman@mwe.com, zbeal@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	077126-0815		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	05/11/2023		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Trademark Assignment*”) is effective as of April 18, 2023 (the “*Effective Date*”), by and among Riazul Imports, LLC, a Texas limited liability company (the “*Assignor*”), and TAS Agave, LLC, a Delaware limited liability company (the “*Assignee*”).

RECITALS

A. The Assignor owns the trademarks listed on Exhibit A hereto, and all pending applications and registrations therefor, together with the goodwill of the business associated therewith (collectively, the “*Marks*”);

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the Effective Date by and among the Assignor and the Assignee (the “*Purchase Agreement*”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee, and the Assignee desires to acquire the Marks.

AGREEMENT

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor’s business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “*Commissioner*”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-U.S. counterparts to issue any and all trademark registrations

resulting from applications for the Marks to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee, or that may be necessary to obtain, renew, issue or enforce the Marks.

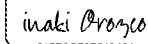
5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and the Assignee have agreed to this Trademark Assignment as of the Effective Date.

ASSIGNOR:

RIAZUL IMPORTS, LLC

By: DocuSigned by:

0138D0CF37248401...
Name: Inaki Orozco
Title: President

6

[Trademark Assignment]

ASSIGNEE:

TAS AGAVE, LLC

By: DocuSigned by:
William A. Terlato
Name: William A. Terlato
Title: President

[Trademark Assignment]


EXHIBIT A
TRADEMARKS

RIAZUL

RIAZULEÑO

 RIAZUL

LA PITTAYYA BY FAMILIA OROZCO

Trademark	Application No. Filing Date	Registration No. Registration Date	Status	Goods
LA PITTAYYA BY FAMILIA OROZCO	97341647 March 31, 2022	n/a	Pending Application	Alcoholic beverages except beers
RIAZULEÑO	86370976 August 19, 2014	5114964 January 3, 2017	Registered	Alcoholic beverages, namely, Tequila
 RIAZUL	86371498 August 20, 2014	4801044 August 25, 2015	Registered	Alcoholic beverages, namely, Tequila
RIAZUL	77014118 October 4, 2006	3647991 June 30, 2009	Registered	Alcoholic beverages, namely, tequila

[Trademark Assignment]

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RECORDED: 05/11/2023

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