

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phusion Projects, LLC		08/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mamitas X, LLC		
Street Address:	640 N. LaSalle Drive, Suite 620		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6159780	MAMITAS	
Registration Number:	6159899		
Registration Number:	6159900	MAMITAS	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<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:	312-201-4000		
Email:	tmapps@goldbergkohn.com		
Correspondent Name:	Robert D. Leighton		
Address Line 1:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7997.001		
NAME OF SUBMITTER:	Robert D. Leighton		
SIGNATURE:	/Robert D. Leighton/		
DATE SIGNED:	06/13/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Trademark Assignment”) is made and entered into on this 31st day of August, 2021, (the “Effective Date”), by and between Phusion Projects, LLC, a Delaware limited liability company (“Assignor”) and Mamitas X, LLC, a Delaware limited liability company (the “Assignee”) (collectively, the “Parties”).

WHEREAS, pursuant to the Contribution Agreement between the Parties dated August 31, 2021, Assignor has agreed to convey, transfer, and assign to Assignee certain intellectual property assets;

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee, and Assignee wishes to receive from Assignor, all of Assignor’s right, title, and interest in and to the Acquired Rights (as defined below), subject to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor’s right, title, and interest in and to the following (collectively, the “Acquired Rights”):

(a) the trademarks, service marks, brands, logos, trade dress, trade names, and other similar indicia of source or origin listed on Schedule A and all registrations, applications for registration, and renewals of such Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks (collectively, “Acquired Marks”);

(b) all internet domain name registrations and social media account or user names incorporating any Acquired Marks, including the domain names and social media accounts listed on Schedule A, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

- 2. **Representations.** Assignor represents and warrants that it owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Acquired Rights and Assignor's ownership and use thereof.
- 3. **Further Assurances.** From and after the date hereof, each of the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.
- 4. **Terms of the Contribution Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
- 5. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 6. **Governing Law.** This Trademark Assignment and all transactions contemplated hereby, and all disputes among the Parties under or related to this Trademark Assignment or the facts and circumstances leading to its execution, whether in contract, tort, or otherwise, shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the parties as of the date first above written.

Phusion Projects, LLC

Mamitas X, LLC

By: Jan Freeman

By: Jan Freeman

Name: Jaisen Freeman
Title: Managing Member
Date: August 31, 2021

Name: Jaisen Freeman
Title: CEO
Date: August 31, 2021

SCHEDULE A



TRADEMARKS



MAMITAS (word mark)



APPLICATIONS AND REGISTRATIONS

Country	Trademark	App.#	Reg.#
Argentina (INPI)	MAMITAS	3941618	
Argentina (INPI)	MAMITAS	3941620	
Aruba (Aruba)	MAMITAS	21052813	
Australia (IPA)	MAMITAS	2123032	2123032
Bahamas (RGD)	MAMITAS		
Bahamas (RGD)	MAMITAS		
Barbados (CAIPO)	MAMITAS		
Barbados (CAIPO)	MAMITAS		
Belize (BELIPO)	MAMITAS		
Bermuda (BRG)	MAMITAS	59192	
Bermuda (BRG)	MAMITAS	59207	
Bolivia (SENAPI)	MAMITAS	200877-2020	
Bolivia (SENAPI)	MAMITAS	200878-2020	
Brazil (INPI)	MAMITAS	920885489	
Brazil (INPI)	MAMITAS	920885551	
Canada (CIPO)	MAMITAS	2039550	
Chile (INAPI)	MAMITAS	1376248	1343128
China (CNIPA)	MAMITAS	41144710	41144710

China (CNIPA)	MAMITAS (AND AGAVE PLANT STYLIZED) 	41450297	41450297
China (CNIPA)	MAMITAS (Chinese Characters)	41256835	41256835
Colombia (SIC)	MAMITAS	SD2020/0058747	677319
Costa Rica (RNP)	MAMITAS	20205557	291563
Curacao (BIPC)	MAMITAS		
Dominican Republic (ONAPI)	MAMITAS	2020-24878	270336
Ecuador (IEPI)	MAMITAS	2020-60209	SENADI2021TI6226
Ecuador (IEPI)	MAMITAS	2020-60210	SENADI2021TI5070
El Salvador (CNR)	MAMITAS	20200306851	
European Union (EUIPO)	MAMITAS	018288562	018288562
Guatemala (RPI)	MAMITAS	2020-005869	257840
Guatemala (RPI)	MAMITAS	2020-005870	258409
Honduras (DIGEPIH)	MAMITAS	22072/2020	
Honduras (DIGEPIH)	MAMITAS	22073/2020	
Ireland (IPO)	MAMITAS 马米塔斯	2020/01504	263557
Jamaica (JIPO)	MAMITAS	83167	
Mexico (IMPI)	MAMITAS	2291783	
Mexico (IMPI)	MAMITAS	1469801	1463941
Mexico (IMPI)	MAMITAS TEQUILA & SODA (AND AGAVE PLANT STYLIZED) 	2291785	
Nicaragua (RPI)	MAMITAS	2021-001156	
Panama (DGIP)	MAMITAS	283240-01	
Paraguay (DINAPI)	MAMITAS	2044737	
Paraguay (DINAPI)	MAMITAS	2044740	
Peru (INDECOPI)	MAMITAS	854511-2020	27434
Puerto Rico (PRSD)	MAMITAS	243996320	
Puerto Rico (PRSD)	MAMITAS	243996330	
Trinidad and Tobago (IPO)	MAMITAS	57979	
United Kingdom (UKIPO)	MAMITAS	UK00003521910	UK00003521910

United Kingdom (UKIPO)	MAMITAS	018288562	UK009018288562
United States (USPTO)	MAMITAS	88597410	6159780
United States (USPTO)	MAMITAS and AGAVE PLANT (Stylized) 	88644212	6159900
United States (USPTO)		88644194	6159899
Uruguay (MIEM)	MAMITAS	517281	
Venezuela (SAPI)	MAMITAS	24742021	
Venezuela (SAPI)	MAMITAS	24752021	

DOMAIN NAMES

mamitastequila.com
mamitastequila.mx