

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Rexer		12/04/2015	Individual: UNITED STATES
RECEIVING PARTY DATA			
Name:	llegal Mezcal, S.A.		
Street Address:	1a Avenida Sur 11C, Antigua Guatemala		
City:	Sacatepequez		
State/Country:	GUATEMALA		
Postal Code:	03001		
Entity Type:	Corporation: PANAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86628195	COLECCION PRIVADA 100% AGAVE MEZCAL JOVE	
Serial Number:	86640001	COLECCION PRIVADA 100% AGAVE MEZCAL REPO	
Serial Number:	86640003	COLECCION PRIVADA 100% AGAVE MEZCAL AÑEJ	
Serial Number:	86017463	BAR ILEGAL	
Serial Number:	86532065	ILEGAL BRAND	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Shannon Coffey		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	S. Coffey - 52892.0003		
NAME OF SUBMITTER:	Shannon Coffey		
SIGNATURE:	/Shannon Coffey/		
DATE SIGNED:	06/27/2023		

CH \$140.00 86628195

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of December 4, 2015, is entered into by and between **John Rexer**, with an address at 1a Avenida Sur 11C Antigua Guatemala, Guatemala 03001 (“Assignor”) and **Ilegal Mezcal, S.A.**, a corporation organized and existing under the laws of Panama, with an address at Sur 11C Antigua Guatemala, Guatemala 03001 (“Assignee”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

PRELIMINARY STATEMENTS

Assignor is the owner of the full rights, title and interests in, to and under the marks in Schedule A (the “Assigned Marks”), the corresponding trademark applications or registrations therefor, and the goodwill of the business accrued in connection and associated therewith. Assignee is desirous of acquiring the full rights, title and interests in, to and under the Assigned Marks, the corresponding trademark applications or registrations therefor, and the goodwill of the business accrued in connection and associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

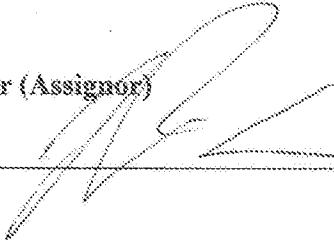
1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in all countries and jurisdictions of the world, in, to and under the Assigned Marks and any other related common law trademarks, together with the goodwill of the business symbolized by the Assigned Marks and any common law trademarks, and applications and registrations thereof, together with that portion of Assignor’s business which is ongoing and existing to which the Assigned Marks pertain, any renewal rights therein, and the exclusive right to enforce the rights in the Assigned Marks throughout the world, and to collect for damages for past infringement of the rights in the Assigned Marks, in the sole name of Assignee, its successors, legal representatives and assigns; the aforesaid transferred right, title and interest to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Transfer and Registration Fees. The registration for the transfer of the registered ownership of any of the Assigned Marks shall be undertaken by Assignee, and Assignee shall bear the registration fees incurred thereby. Assignee shall have the right to record this Agreement with any applicable governmental authority so as to establish Assignee as the sole owner of record of all Assigned Marks in the jurisdiction of such Governmental Body.

3. Governing Law. This agreement shall be governed and construed in accordance with the laws of the United States of America and of the State of New York. At any time and from time to time hereafter, at the other Party’s request, each Party shall take any and all steps and shall execute, acknowledge and deliver to the other Party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Assignor and Assignee.

IN WITNESS WHEREOF, the undersigned Parties, intending to be legally bound thereby, have caused this Assignment to be executed as of the date above first written.

John Rexer (Assignor)



Illegal Mezcal, S.A. (Assignee)

By: _____

Name: _____

Title: _____

Confidential
Shannon Coffey
Weil, Gotshal & Manges
2023-06-27 18:26:00 -0400

IN WITNESS WHEREOF, the undersigned Parties, intending to be legally bound thereby, have caused this Assignment to be executed as of the date above first written.

John Rexer (Assignor)

Illegal Mezcal, S.A. (Assignee)

By: Michelle Dey
Name: Michelle Dey
Title: Secretary

Confidential
Shannon Co
Weil, Gotshal & Manges
2023-06-27 18:26:00 -0400

TRADEMARK

NOTARIAL CERTIFICATE (ASSIGNOR SIGNATURE)

State of GUATEMALA
County of Sacatepéquez

Signed or attested before me on November 24, 2015 by John Rexen



Signature *Manuela Rosales Dieguez*
Title Notary and attorney at law
My appointment expires: My commission is for life.
MANUELA MARIA ROSALES DIEGUEZ
Abogada y Notaria

NOTARIAL CERTIFICATE (ASSIGNEE SIGNATURE)

State of _____

County of _____

Signed or attested before me on November _____, 2015 by _____ on behalf of Ulegal Mezcal, S.A.

[Seal or stamp]

Signature _____
Title _____
My appointment expires: _____

NOTARIAL CERTIFICATE (ASSIGNOR SIGNATURE)

State of _____

County of _____

Signed or attested before me on November ____, 2015 by John Rexer.

[Seal or stamp]

Signature _____

Title _____

My appointment expires: _____

NOTARIAL CERTIFICATE (ASSIGNEE SIGNATURE)

State of Pennsylvania

County of Philadelphia

Signed or attested before me on November 24, 2015 by Michelle Ivey on behalf of Illegal Mezcal, S.A.

[Seal or stamp]

Signature Michael Cain Borszich

Title Notary Public

My appointment expires: August 13 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHAEL CAIN BORSZICH, NOTARY PUBLIC
CITY OF PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 13, 2018

SCHEDULE A

Country	Trademark	Status	Int'l Class	App. No.
U.S.	ILEGAL MEZCAL JOVEN & Design	Application	33	86/628195
U.S.	ILEGAL MEZCAL REPOSADO & Design	Application	33	86/640001
U.S.	ILEGAL MEZCAL ANEJO & Design	Application	33	86/640003
U.S.	BAR ILEGAL	Application	43	86/017463
U.S.	ILEGAL BRAND	Application	25	86/532065
Europe/CTM	ILEGAL MEZCAL SPECIAL EDITION JOVEN & Design	Application	33	014608244
Mexico	ILEGAL MEZCAL & Design	Application	33	M1589641*

*Notwithstanding anything to the contrary in the Assignment, this trademark application will not be included as an "Assigned Mark" until the issuance of a certificate of registration with respect to such trademark, at which point (a) the trademark will be automatically included as an "Assigned Mark" and (b) Assignor will be automatically deemed to have assigned, transferred, conveyed and set over such trademark to Assignee in accordance with the terms of this Assignment, in each case effective as of such date of issuance. Between the date hereof and the issuance of a certificate of registration with respect to such trademark, Assignor shall not assign, transfer, convey, license or otherwise set over such trademark application (or any right, title or interest therein) to any person or entity, other than the Company.