

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI107121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wahaka, LLC		03/08/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	Productores de Maguey y Mezcal Los Tres Reyes, S.P.R. de R.L.		
Street Address:	Calle Nacional No. 90, Barrio de Fátima		
Internal Address:	Tlacolula		
City:	San Dionisio Ocotepc		
State/Country:	MEXICO		
Postal Code:	70495		
Entity Type:	Sociedad De Responsabilidad Limitada: MEXICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5276429	WAHAKA	
Registration Number:	4366642	MADRE-CUISHE	
CORRESPONDENCE DATA			
Fax Number:	2148660010		
<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:	2148660001		
Email:	docket@chalkerflores.com,kthiesse@chalkerflores.com		
Correspondent Name:	Edwin S. Flores		
Address Line 1:	14841 Dallas Parkway, Ste. 575		
Address Line 4:	Dallas , TEXAS 75254		
ATTORNEY DOCKET NUMBER:	LTR:3005, LTR:3007		
NAME OF SUBMITTER:	Karen Thiesse		
SIGNATURE:	Karen Thiesse		
DATE SIGNED:	03/20/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of March 8, 2024 (this “**Trademark Assignment**”), is entered into by and between **Productores de Maguey y Mezcal Los Tres Reyes, S.P.R. de R.L.** having its principal office address at Calle Nacional No. 90, Barrio de Fátima, Tlacolula, San Dionisio Ocotepc, Oaxaca, MEXICO, 70495 (the “**Assignee**”), and **Wahaka, LLC**, having its principal office address at 5810 Trade Center Drive, Suite 100, Austin, Texas 78744 (the “**Assignor**”).

RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademarks set forth in the attached Schedule A (the “**Assigned Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, and interest in and to the Assigned Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to Assignee the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Assigned Marks, together with all the associated goodwill of its business symbolized by the Assigned Marks, and all applications and registrations of the Assigned Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Assigned Marks, including infringement of the Assigned Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee’s own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment, including without limitations as may be requested to record these assignments in foreign jurisdictions.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns. The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments, sale, or rights granted herein.

The “Recitals” as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

[Trademark Assignment Signature Page to Follow]

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TRADEMARK ASSIGNMENT SIGNATURE PAGE

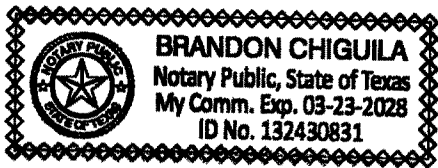
ASSIGNEE: Productores de Maguey y Mezcal Los Tres Reyes, S.P.R. de R.L.

By: Neil Flores
Name: Neil Flores
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 8th, 2024 by Neil Flores, president of Productores de Maguey y Mezcal Los Tres Reyes, S.P.R. de R.L.

Brandon ChigUILA
Notary Public, State of Texas



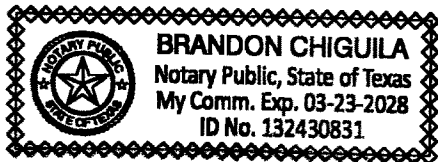
ASSIGNOR: Wahaka, LLC

By: Kenny Flores
Name: Kenny Flores
Title: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 8th, 2024 by Kenny Flores, president of Wahaka, LLC.

Brandon ChigUILA
Notary Public, State of Texas



[Trademark Assignment Schedule A to Follow]

SCHEDULE A
Assigned Marks

WAHAKA
MADRE-CUISHE

U.S. Reg. No. 5276429 registered August 29, 2017 in Class 33
U.S. Reg. No. 4366642 registered July 16, 2013 in Class 33

WAHAKA
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Europe Reg. No. 013898771 registered on April 8, 2016 in Class 33
United Kingdom Reg. No. UK00913898771 entered on registry on
April 8, 2016 in Class 33

WAHAKA
WAHAKA

Hong Kong Reg. No. 303316356 registered on March 3, 2015 in Class 33
Japan Reg. No. 6453553 registered on October 8, 2021 in Class 33