TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Naturel, LLC		107/21/2006	LIMITED LIABILITY
Naturel, LLO		0172172000	COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Chris Gemignani	
Street Address:	1625 The Alameda, Suite 101	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95126	
Entity Type:	INDIVIDUAL: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2703085	GENEROSO

CORRESPONDENCE DATA

Fax Number: (407)384-2601

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@briangibbons.com

Correspondent Name: Brian Gibbons

Address Line 1: 3936 S. Semoran Blvd., Suite 330
Address Line 4: Orlando, FLORIDA 32822

NAME OF SUBMITTER:	Brian Gibbons
Signature:	/Brian Gibbons/
Date:	08/03/2006

Total Attachments: 2

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ASSIGNMENT

WHEREAS, Naturel, LLC ("Assignor") is a limited liability company organized under the laws of the state of California, with offices located at 1500 S. Milliken Ave., Suite D, Ontario, CA 91761; and

WHEREAS Assignor is the owner of the entire right, title and interest to Registration No. 2,703,085 (the "Registration") for use of the mark GENEROSO (the "Mark") for use in connection with "mescal; distilled spirits; tequila, namely, tequila liqueur and specially tequila; liqueur, namely, aquardiente"; and

WHEREAS, Chris Gemignani ("Assignee") is an individual whose address is Suite 207, 1625 The Alameda, San Jose, CA 95126; and

WHEREAS Assignee is desirous of obtaining said Mark and the above-referenced Registration and all rights pertaining thereto including the goodwill of the business in connection with which said Mark is used ("Goodwill"); and

WHEREAS, it is the intent of Assignor to assign all substantive rights to the above-referenced trademark and trademark registration;

NOW THEREFORE, in return for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

TERMS AND CONDITIONS

<u>Section 1 – Assignment.</u> In return for that good and valuable consideration, Assignor hereby assigns to Assignee and his successors and assigns Assignor's entire right, title, and interest in and to the Mark and Registration, including all goodwill of the business in connection with which the mark has been used, together with all rights and privileges pertaining to said trademark and trademark registration, including all rights of recovery for past infringement and the right to renew said registration for subsequent terms, the same to be had and held by Assignee for his own use and benefit and for the use and benefit of his subsidiaries, licensees, successors, assigns, and legal representatives, for the full extent of the life of the mark, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

<u>Section 2 – Cooperation.</u> Assignor shall promptly provide all assistance, cooperation and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce or defend its rights to the Mark.

Section 3 – No Contest. Assignor shall not contest or aid in contesting the validity or ownership of the Mark.

<u>Section 4 – Defense of Rights</u>. Assignor further grants to Assignee the right to sue for past infringement, dilution, and any other violation of rights in the Mark and the Goodwill. The expense of such suits to protect the rights in the Mark and the Goodwill shall be borne entirely by Assignee, and any and all recoveries from any suit or settlement shall go to Assignee. At Assignee's request, Assignor agrees to be joined in any such actions, and the expenses of Assignor's participation in such suits shall be borne by Assignee.

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<u>Section 5 – Warranty.</u> Assignor represents and warrants that Assignor has full power to make this Assignment, and that Assignor has not and will not execute any agreement in conflict herewith.

<u>Section 6 – Settlement.</u> Within twenty-four (24) hours after Assignee shall have received an executed copy of this Agreement from Assignor, Assignee shall have a cashier's check in the amount of Three Thousand U.S. dollars (\$3,000.00) sent to Assignor by an overnight delivery service.

<u>Section 7 – Integration.</u> This Agreement contains the entire understanding of the parties regarding this Mark, and supersedes previous verbal and written agreements or representations between the parties concerning the Mark.

<u>Section 8 – Assurances.</u> Each party hereby represents and warrants that all representations, recitals, statements and information provided to each other under this Agreement are true, correct, and accurate to the best of its knowledge.

ASSIGNOR

By:

(Signature

Title:

(Position of Signatory)

Name:

Date.

Before me personally appeared AWALO UZTO

known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

ASSIGNEE:

3y: (G:

Name: Chris Gemignani

Date: 7.26.66

Before me personally appeared Chris Gemignani, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he executed the same.

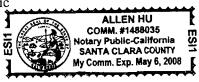
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Notary Public

RECORDED: 08/03/2006



Notary Public



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