

03-23-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2007)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103386592

3.20.07

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Scotiabank Inverlat, S.A.
Institucion De Banca Multiple,
Grupo Financiero Scotia Bank Inverlat

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Corporation of Mexico
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 18, 2007
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement, including License

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Teguila Herradura, S.A. De C.V.
Internal
Address: Col. Mexicaltzingo
Street Address: Comercio No. 172-1
City: Guadalajara
State: _____
Country: Mexico Zip: 44180

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Mexico
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 3,023,236... Please see attached Schedule A
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
TIERRA MOJADA... Please refer to attached Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen G. Janoski
Internal Address: Roylance, Abrams, Berdo & Goodman, LLP
Suite 600
Street Address: 1300 19th Street, N.W.
City: Washington
State: D.C. Zip: 20036
Phone Number: (202) 659-9076
Fax Number: (202) 659-9344
Email Address: sjanoski@roylance.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: [Signature] February 27, 2007
Signature Date

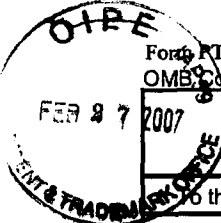
Stephen G. Janoski Total number of pages including cover sheet, attachments, and document: 11
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

*** Please see attached Document ID No.: 103377478

SCHEDULE A

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
UNITED STATES	TIERRA MOJADA	3,023,236
UNITED STATES	SELECCION SUPREMA LIMITED EDITION TEQUELA AÑEJO 100% DE AGAVE	2,878,149
UNITED STATES	HERRADURA ANTIGUO	2,340,547
UNITED STATES	NEW MIX	2,786,695
UNITED STATES	HACIENDA DEL CRISTERO TEQUILA	2,543,677
UNITED STATES	HACIENDA DEL CRISTERO	2,587,030
UNITED STATES	EL JIMADOR	2,198,430
UNITED STATES	HERRADURA NATURAL TEQUILA IMPORTED	1,208,838



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

03-02-2007

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



103377478

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To the Director of the U. S. Patent and Trademark Office. Please refer to the attached documents or the new address(es) below.

2-27-07

1. Name of conveying party(ies):

Scotiabank Inverlat, S.A.
Institucion De Banca Multiple,
Grupo Financiero Scotia Bank Inverlat

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Corporation of Mexico

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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Execution Date(s) January 18, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Agreement, including License

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tequila Herradura, S.A. De C.V.

Internal _____

Address: Col. Mexicaltzingo

Street Address: Comercio No. 172-1

City: Guadalajara

State: _____

Country: Mexico Zip: 44180

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Mexico

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,023,236... Please see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TIERRA MOJADA... Please refer to attached Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen G. Janoski

Internal Address: Roylance, Abrams, Berdo & Goodman, LLP
Suite 600

Street Address: 1300 19th Street, N.W.

City: Washington

State: D.C. Zip: 20036

Phone Number: (202) 659-9076

Fax Number: (202) 659-9344

Email Address: sjanoski@roylance.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

February 27, 2007
Date

05/01/2007 D:YRNE 00000038 3023236

01 FD:6521
02 FD:6522

40.00
175.00
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**TERMINATION OF LICENSE AND RELEASE OF SECURITY INTERESTS
AND/OR
RELEASE OF SECURITY AGREEMENT, INCLUDING LICENSE**

WHEREAS, Scotiabank Inverlat, S.A. Institucion De Banca Multiple, Grupo Financiero Scotia Bank Inverlat (also possibly identified in the U.S. Patent and Trademark Office records as Scotiabank Inverlat, S.A. Institucion De Banca Multi-ple, Grupo Financiero Scotia Bank Inverlat), a corporation of Mexico, with its principal address of Blvd. Manuel Avila, Camacho Numero 1, Piso 18, Col. Lomas De Chapultepec, Mexico 11000, (hereinafter the "Assignor"), is the record licensee and/or record security interest holder/grantee identified in United States Patent and Trademark Office Assignment Reel/Frame Number 3125/0265 of, for, in and to the trademarks and/or service marks, including the corresponding registrations thereof listed in Schedule A hereto (hereinafter the "Marks"); and

WHEREAS, Tequila Herradura, S.A. De C.V., a company and/or corporation of Mexico, with its principal address at Col. Mexicaltzingo, Comercio No. 172-1, Guadalajara, Mexico 44180, (hereinafter the "Assignee"), is the record owner of all right, title and interest in and to the Marks listed in Schedule A hereto, and is the record licensor and/or security interest grantor identified in United States Patent and Trademark Office Assignment Reel/Frame Number 3125/0265 of the Marks listed in Schedule A hereto; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby terminate the license and release any and all security interests of, for, in and to the Marks effective as of the date January 18, 2007, and as further reflected in the Termination Agreement entered into by and between the Assignor and Assignee enclosed as Exhibit 1 hereto.

IN WITNESS WHEREOF, the parties have caused this Termination of License and Release of Security Interests and/or Release of Security Agreement Including License to be executed by duly authorized officers and effective the day and year above stated.

ASSIGNOR

SCOTIABANK INVERLAT, S.A.
INSTITUCION DE BANCA MULTIPLE
GRUPO FINANCIERO
SCOTIA BANK INVERLAT

By: [Signature]

Name: Sergio Alvarez de la Riquena

Title: _____

Signed
This 18 day of January, 2007.

ASSIGNEE

TEQUILA HERRADURA DE C.V.

By: [Signature]

Name: Juan Casillas

Title: _____

Signed
This 18 day of January, 2007.

By: [Signature]
Name: _____
Title: _____

Signed
This 18 day of January, 2007.

EXHIBIT 1

This is Exhibit 1 to the foregoing Termination of License and Release of Security Interests and/or Release of Security Agreement Including License.



Termination Agreement of a License Agreement (hereinafter the "Termination Agreement") entered into by and between Tequila Herradura, S.A. de C.V., represented in this act by Messrs. Juan Casillas Ruiz and Jorge Rivera Albarrán (hereinafter the "Licensor"); and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, represented in this act by Mr. Sergio Álvarez de la Reguera (hereinafter the "Licensee") acting by his own and as Administrative Agent acting on behalf of the Guaranteed Parties (as such term is defined in the "Credit Agreement"), pursuant to the following Backgrounds, Recitals and Clauses:

Backgrounds

I. On November 15, 2004, the Licensor as debtor and the Licensee, among others, executed a Credit Agreement (hereinafter the "Credit Agreement") in terms of which the Licensee and other Creditors (as such term is defined in the Credit Agreement) agreed, subject to certain terms and conditions, to grant in favor of the Licensee a credit.

II. With the purpose of guarantying the compliance of the obligations set forth in the Credit Agreement, by means of a Floating Lien Pledge executed on November 15, 2004, evidenced in public deed number 11,720 dated November 15, 2004, granted before Mr. Salvador García Rodríguez, Notary Public number 32 of Guadalajara, State of Jalisco, duly registered in the Public Registry of Commerce of the Municipality of Ameca, State of Jalisco, under document number thirty two, appendix fifty, book first (hereinafter the "Pledge Agreement"), the Licensor and Fabrica de Tequila Hacienda Las Norias, S.A. de C.V., as Pledgors (as such term is defined in the Pledge Agreement) created a floating lien pledge in the first place and grade, including, among others, (i) all the inventory of Tequila (as such term is defined in the Pledge Agreement) and Alcoholic Beverages and Non-Alcoholic Beverages (as such term is defined in the Pledge Agreement) that as of the execution of the Pledge Agreement were owned or in possession of the Pledgors, and (ii) all the inventory of Tequila and Alcoholic Beverages and Non-Alcoholic Beverages acquired by the Pledgors after the execution of the Pledge Agreement.

III. Pursuant to the Pledge Agreement, the Licensee could acquire the ownership, possession or in any other way acquire the right to sell, distribute, commercialize or in any other way transfer or make Tequila to be alienated for purposes of which it would use the trademarks, trade names and other privileges, rights or assets protected by industrial or intellectual property that Licensor normally uses to commercialize such product in the territory comprised by the United Mexican States (hereinafter "Mexico") and the United States of America.

IV. In addition to the Pledge Agreement referred to in section II above, to guarantee the compliance of the obligations derived from the Credit Agreement, by means of certain Mortgage Agreements dated November 15, 2004, formalized through public deed number 11,717, all dated November 15, 2004, granted before Mr. Salvador García Rodríguez, Notary Public number 32 of the city of Guadalajara, State of Jalisco, (hereinafter the "Mortgage Agreements") the Licensor as Mortgage Debtor (as such term is defined in the Mortgage Agreements) created certain mortgages.

V. Pursuant to the Mortgage Agreements, the Licensee could acquire the ownership, possession or right to transfer certain industrial units used by Licensor for the fermentation, storage, processing, production or bottling of Tequila and other Alcoholic Beverages, reason why it would use the trademarks, trade names and other privileges, rights or assets by protected industrial or intellectual property that the Licensor normally uses to commercialize such products in Mexico and the United States of America.

VI. Based on the provisions set forth in the Pledge Agreement and the Mortgage Agreements referred to in sections II and IV above, on November 15, 2004, the Licensor and the Licensee executed a License Agreement (hereinafter the "License Agreement"), pursuant to which the Licensor granted to the Licensee an irrevocable and unrestricted license to use the Licensed Assets (as such term is defined in the License Agreement). The parties agreed that the exercise of the license granted in the License Agreement would be subject to the condition that, due to a final resolution, the Licensee acquired the ownership or the right to sell, alienate or make the Tequila to be sold.

VII. In Section 2.1 of the License Agreement referred to in section VI. above, the Licensor and the Licensee agreed that said Agreement would remain effective until: (i) the Tequila had been bottled and sold or in any other way totally transferred, or (ii) the Credits (as such term is defined in the Credit Agreement) had been totally paid and the commitments with the Creditors had been terminated.

VIII. The Licensor requested the Mexican Industrial Property Institute (hereinafter the "IMPI") and the United States Patent and Trademark Office ("USPTO"), respectively, the registration of the Licensor as authorized user of the Licensed Assets.

IX. By means of Public Deeds numbers 56,298 and 56,301 all of dated January 18, 2007, granted before Mr. Jorge Robles Farias, Notary Public number 12 of Guadalajara, State of Jalisco, which registration before the Public Registry of Ameca, State of Jalisco, is pending due to its recent issuance, it was evidenced that the Credit has been totally paid and based on that fact, the following was agreed: (i) the termination of the Credit Agreement; (ii) the termination of the Pledge Agreement, and (iii) the termination of the

Mortgage Agreements and, consequently, the release of all and each one of the guarantees construed based on the Floating Lien Pledge Agreement.

Recitals

Both parties declare through their legal representative that:

(a) Since the Credits have been totally paid, the commitments of the Creditors have been terminated, and the obligations acquired have been paid, they are fully satisfied and released of any consideration, right, benefit or action that has derived in its favor from the Credit Agreement, the Pledge Agreement and the Mortgage Agreements, respectively;

(b) They wish to execute this Termination Agreement, in order to make the License Agreement ineffective, pursuant to Section 2.1 of the License Agreement;

(c) Their legal representatives have the capacity to execute this Termination Agreement and that such powers have not been limited, revoked or modified in any manner whatsoever.

In virtue of the foregoing, the Licensor and the Licensee mutually agree to execute this Termination Agreement pursuant to the following:

Clauses

First.- Subject matter. By means of this Termination Agreement, the Licensor and the Licensee agree to terminate the License Agreement, without liability for any of the parties; consequently, they agree to request before the competent authorities, the cancellation of the license, granted to the Licensee for the use of the Licensed Assets.

Second.- Release. Pursuant to the provisions set forth in Recital "a" of this Termination Agreement, the Licensor and the Licensee hereby mutually grant the broadest release provided by law derived directly from the License Agreement, without reservation of any right, claim, lawsuit, action or similar to be claimed.

Third.- Ratification and Registry of the Termination Agreement, pursuant to sections 1.6 and 2.1 of the License Agreement. The Parties agree to ratify this Termination Agreement before a Notary Public.

The Licensor acknowledges and accepts to register this Termination Agreement, as well as to request the cancellation of the registration of the

License Agreement before the IMPI, the USPTO or any other administrative competent authority as the Licensor deems convenient or necessary.

For Licensor to comply with the obligation set forth in Clause Third hereof, the Licensor and the Licensee agree and accept to execute at the execution date of this Termination Agreement, every and all the documents necessary to request jointly the registration of this Termination Agreement and the cancellation of the registration of the License Agreement and the Licensee as authorized user of the Licensed Assets before the IMPI and the USPTO, under the terms and conditions set forth in this Termination Agreement.

The Licensee will cooperate unconditionally and will sign all and each of the documents that the Licensor provides with in order to register this Agreement and to cancel the registration of the License Agreement and the Licensee as authorized user of the Licensed Assets before the IMPI, the INDAUTOR and the USPTO, under the terms and conditions established in this Termination Agreement.

All the expenses, taxes and fees derived from the ratification of this Termination Agreement before the Notary Public, as well as the expenses arising from the registration of this Agreement and the cancellation of the License Agreement will be borne exclusively by the Licensor.

Fourth.- Domiciles. For anything related with this Agreement, the Parties designate as their respective domiciles the following:

The Licensor.- Av. Prolongación Américas No. 1520,
Colonia Country Club, Guadalajara,
Jalisco, Mexico.

The Licensee.- Blvd. Manuel Ávila Camacho No. 1,
Floor 18, Colonia Lomas de
Chapultepec, 11000, Mexico, D.F.

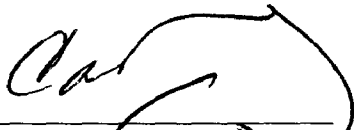
The parties agree and acknowledge that all notices and other communications that the parties have to deliver to each other by means of this Agreement shall be made in writing and all notices or communications will be deemed to have been duly delivered or made when the party that receives them or when the party who delivered the notice or communication has evidence that the notice or communication has been received without avoidance of doubt.

The Parties will notify the other party of any change of domicile with at least thirty (30) calendar days in advance to such change, in the understanding that if they fail to do so, the notice delivered to the foregoing domicile will become fully effective.

Fifth.- Amendments. This Agreement shall not be amended in any way, except if by means of written instrument duly signed by both parties.

Sixth.- Jurisdiction. For the interpretation and compliance of this Agreement, the Parties expressly and irrevocable submit themselves to the laws and courts of Mexico, Federal District, expressly waiving to any other jurisdiction that might correspond to them by virtue of their present or future domiciles or for any other reason.

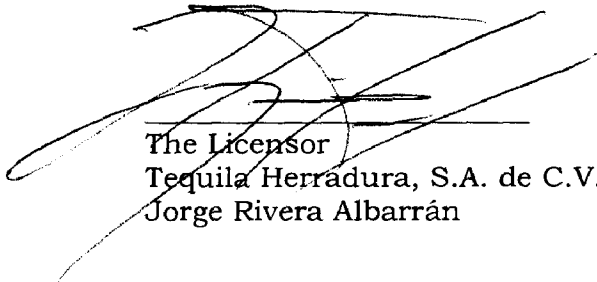
This Termination Agreement is signed in six counterparts in the city of Guadalajara, Jalisco, January 18, 2007, delivering one copy to each party and the rest of the copies for the ratification before the Notary Public and the afterwards recordation before the above mentioned authorities.



~~The Licensor~~
Tequila Herradura, S.A. de C.V.
Juan Casillas Ruiz



~~The Licensee~~
Scotiabank Inverlat, S.A.
Institución de Banca Múltiple, Grupo
Financiero Scotiabank Inverlat
Sergio Álvarez de la Reguera



~~The Licensor~~
Tequila Herradura, S.A. de C.V.
Jorge Rivera Albarrán