

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assigns the entire remaining interest and the goodwill so Jim Beam Brands Co. will own 100%		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Tequila Tapatio S.A. de C.V.		09/01/2010	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
Name:	Jim Beam Brands Co.		
Street Address:	510 Lake Cook Road		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	1817059	EL TESORO DE DON FELIPE	
Registration Number:	2955336	EL TESORO PLATINUM	
Registration Number:	3516808	EL TESORO PLATINUM DE DON FELIPE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Leydig, Voit & Mayer, Ltd.		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900, ATTN: Claudia W. Stangle		
Address Line 4:	Chicago, ILLINOIS 60601-6731		
ATTORNEY DOCKET NUMBER:	270453		
NAME OF SUBMITTER:	Claudia W. Stangle		

CH \$90.00 1817059

**900172362**

**TRADEMARK  
 REEL: 004284 FRAME: 0189**

Signature:	/Claudia W. Stangle/
Date:	09/24/2010
Total Attachments: 4 source=Jim Beam Assignment#page1.tif source=Jim Beam Assignment#page2.tif source=Jim Beam Assignment#page3.tif source=Jim Beam Assignment#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS EL TESORO INTELLECTUAL PROPERTY ASSIGNMENT is entered into as of September 1, 2010 (this "Assignment") by Tequila Tapatio S.A. de C.V., a Mexico corporation with its principal office at Alvaro Obregon #35, Arandas, Jalisco, Mexico ("Assignor"), and Jim Beam Brands Co., a Delaware, U.S.A. corporation with its principal office at 510 Lake Cook Road, Deerfield, Illinois 60015 U.S.A. ("Assignee").

1. **Intellectual Property.** Intellectual Property means the following items of intangible property:
  - a. Patents, whether in the form of utility patents or design patents and all pending applications for such patents;
  - b. Trademarks, trade names, service marks, designs, logos, slogans, trade dress, and trade styles, whether or not registered, and all pending applications for registration of the same;
  - c. Copyrights, whether or not registered, and all pending applications for registration of the same;
  - d. Internet protocol addresses and networks, including internet domain names, e-mail addresses, world wide web and http addresses, network names, network addresses and services, including registrations and applications of any of the foregoing;
  - e. Inventions, research records, trade secrets, confidential information, product designs, engineering specifications and drawings, technical information, know-how, formulae, customer lists, supplier lists and market analyses; and
  - f. all other proprietary rights.
  
2. **EL TESORO Intellectual Property.** EL TESORO Intellectual Property means all Intellectual Property relating to the business, as currently conducted by Assignor, of the production, sale, marketing and distribution of all tequila spirits products, expressions, and SKUs under the EL TESORO, EL TESORO DE DON FELIPE, PARADISO and ANIVERSARIO brands (the "Brands"), and includes the following but not is not limited to:
  - a. The trademarks listed in Exhibit 1 and the goodwill associated with those trademarks, together with Assignor's rights, remedies against infringements of those rights, and rights to protection of interests in those trademarks under the Laws (collectively, the "Trademarks"). The Trademarks shall include: (i) registered trademarks; (ii) trademark applications for registrations which are pending; (iii) domain names incorporating the Trademarks; (iv) trade names; (v) common law marks; and (vi) trade dress and copyright relating to the Trademarks and any related logos, images or other source identifying features used with the Trademarks.
  - b. The list of ingredients and their proportions for the Brands products, as well as their method of manufacture, fully described by Assignor in a Technical Manual not attached here so as not to be publicly disclosed upon filing this assignment with government authorities.

3. **Assignment.** Assignor owns the EL TESORO Intellectual Property and sells, assigns, conveys, grants and transfers to Assignee the following:

- a. Assignor' entire right, title and interest in and to the EL TESORO Intellectual Property, whether or not the EL TESORO Intellectual Property has been registered or issued as of the date of this Assignment, and any and all renewals and extensions of such registered or issued Intellectual Property (or any legal equivalent) for the full term or terms for which the same may be granted, together with all goodwill associated with the EL TESORO Intellectual Property;
- b. all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any EL TESORO Intellectual Property which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and
- c. all rights corresponding to the EL TESORO Intellectual Property, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

4. **Costs.** The legal and other costs and expenses relating to this Assignment and any official fees or costs in relation to the records of this Assignment shall be borne by the Assignee.

5. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.

6. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated in this Assignment as so modified or restricted, or as if such provision had not been originally incorporated in this Assignment, as the case may be.

7. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

8. **GOVERNING LAW.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.

9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.

10. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

On this 31<sup>st</sup> day of June, 2010,  
before me, a Notary Public, appeared  
CARLOS CRISTINA who is personally  
known to me to be the same person whose  
name is subscribed to the foregoing  
assignment document, and acknowledged  
that he signed and delivered the document

FOR AND ON BEHALF OF ASSIGNOR:

TEQUILA TAPATIO S.A. DE C.V.

as his free and voluntary act for the uses and purposes therein set forth.

Carol Howard Macebo  
Notary Public

On this 28<sup>th</sup> day of June, 2010,  
before me, a Notary Public, appeared  
Proctor Garrison who is personally  
known to me to be the same person whose  
name is subscribed to the foregoing  
assignment document, and acknowledged  
that he signed and delivered the document  
as his free and voluntary act for the uses  
and purposes therein set forth.

Carol Howard Macebo  
Notary Public

Carolina  
By: Carolina Christina Casanova Casanova  
Title: Administradora General

FOR AND ON BEHALF OF ASSIGNEE:

Jim Beam Brands Co.

Proctor Garrison  
By: Proctor Garrison David Green  
Title: GENERAL MANAGER, MOUNTAIN CREST

EXHIBIT 1

Trademarks

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION #</u>
EL TESORO	MEXICO	520180
EL TESORO DE DON FELIPE	NEW ZEALAND	243354
EL TESORO DE DON FELIPE	USA	1817059
EL TESORO DE DON FELIPE	MEXICO	439196
EL TESORO DE DON FELIPE PLATINUM	MEXICO	833580
EL TESORO DE LA FAMILIA	MEXICO	520181
EL TESORO DE LOS ALTOS	MEXICO	551228
EL TESORO PLATINUM	USA	2955306
EL TESORO PLATINUM DE DON FELIPE	USA	3516808
PARADISO	MEXICO	588164
PARAISO	MEXICO	892805
ANIVERSARIO	MEXICO	Not Registered
ANIVERSARIO	USA	Not Registered