

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partida Tequila, LLC		04/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tequila Partida LLC		
Street Address:	150 California Street, Suite 500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3373671	PARTIDA	
Registration Number:	3021552	PARTIDA	
Registration Number:	3096213		
Serial Number:	77215870	THE TRUE SPIRIT OF TEQUILA	
Registration Number:	3750762	RESERVA PARTIDA	
Registration Number:	3376425		
Registration Number:	3360941	ELEGANTE	
CORRESPONDENCE DATA			
Fax Number:	4159891663		
<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:	415-772-5739		
Email:	tm@cpdb.com		
Correspondent Name:	Karen S. Frank		
Address Line 1:	One Ferry Building, Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Karen S. Frank		
SIGNATURE:	/karen s. frank/		
DATE SIGNED:	04/22/2015		

OP \$190.00 3373671

Total Attachments: 5

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Exhibit B

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT (this "**General Intellectual Property Assignment**"), is made as of April 1, 2014, by and between Partida Tequila, LLC, a Delaware limited liability company ("**Seller**") and Tequila Partida, LLC, a Delaware limited liability company ("**Buyer**"), pursuant to the Asset Purchase Agreement, dated of even date herewith, by and between Buyer and Seller (the "**Purchase Agreement**"). This General Intellectual Property Assignment shall be effective as of the Closing (as defined in the Purchase Agreement). All of the capitalized terms used in this General Intellectual Property Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to that certain Purchase Agreement, Seller agreed to assign or cause to be assigned to Buyer the entire right, title and interest in and to those Intellectual Property Assets set forth on Schedule A attached hereto (the "**Assigned IP**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller does hereby sell, assign, and transfer to Buyer, its successors and assigns, the entire right, title and interest in and to the Assigned IP in all versions, forms, and formats and in all languages, together with all prior versions and all derivations, modifications, changes, improvements, translations, revisions, elaborations, adaptations or transformations of any of these; all applications (including patent applications and copyright registration applications) pertaining to any of these, and any renewals and extensions thereof; and all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, as well as in and to all causes of action, either in law or in equity for past, present, or future infringement, misuse, or theft of any of these, and to all rights corresponding to the foregoing throughout the world.

2. Seller agrees, from time to time, upon the request of Buyer, to execute, acknowledge and deliver all such further instruments or perform all such further reasonable acts as may be reasonably necessary in connection with the transactions contemplated by this General Intellectual Property Assignment; provided, however, that in the event Seller is unavailable or unwilling, Seller hereby appoints and constitutes Buyer as attorney-in-fact for Seller for the sole purpose of completing the transactions contemplated by this General Intellectual Property Assignment. Buyer's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Assigned IP, and to take any other actions reasonably necessary or incident to the powers granted to Buyer in this General Intellectual Property Assignment.

3. The parties understand and intend that this General Intellectual Property Assignment may be recorded in the United States and elsewhere throughout the world at Buyer's sole discretion.

4. This General Intellectual Property Assignment will inure to the benefit of and bind the respective successors and assigns of the parties hereto.

5. If any provision of this General Intellectual Property Assignment is held invalid as a matter of law, such invalidity shall not affect the other provisions of this General Intellectual Property Assignment, all of which shall remain in full force and effect.

6. This General Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions thereof.

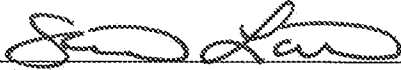
7. This General Intellectual Property Assignment, the Purchase Agreement and the other instruments and agreements referenced herein or therein constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof and thereof. Nothing contained herein shall modify or amend the terms of the Purchase Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release Buyer or Seller from any of their respective covenants, obligations, duties, representations, warranties or indemnities under the Purchase Agreement or any other instrument or agreement to which they are a party or by which they are bound.

[Signature Page Follows]

IN WITNESS WHEREOF, this General Intellectual Property Assignment has been duly executed and delivered as of the date first above written.

SELLER:

PARTIDA TEQUILA, LLC

By: 
Name: Steve Lauth
Title: VP, Operations

BUYER:

TEQUILA PARTIDA LLC

By: SHANSBY COMMUNITY PROPERTY TRUST, its sole member

By: _____
Name: J. Gary Shansby, Trustee

IN WITNESS WHEREOF, this General Intellectual Property Assignment has been duly executed and delivered as of the date first above written.

SELLER:

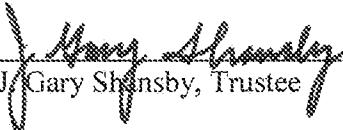
PARTIDA TEQUILA, LLC

By: _____
Name: Steve Lauth
Title: VP, Operations

BUYER:

TEQUILA PARTIDA LLC

By: SHANSBY COMMUNITY PROPERTY TRUST, its sole member

By:  _____
Name: J. Gary Shansby, Trustee

Schedule A

All of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, in each case, used by or in association with the Business and in which Seller has an ownership interest, including, without limitation, the property defined as "Intellectual Property Assets" in Section 1.28 of the Asset Purchase Agreement.