

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439912

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MR JUAN MIGUEL VALENCIA		12/02/2016	INDIVIDUAL: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DREAM SPIRITS		
<b>Street Address:</b>	A LAS CUMBRE 211		
<b>Internal Address:</b>	PRADOS VALLARTA		
<b>City:</b>	ZAPOPAN		
<b>State/Country:</b>	MEXICO		
<b>Postal Code:</b>	45020		
<b>Entity Type:</b>	Partnership: MEXICO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85909634	TORUS REAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9096974900		
<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>			
<b>Phone:</b>	9098101176		
<b>Email:</b>	iss91@roadrunner.com		
<b>Correspondent Name:</b>	LOA PAOLA BASSELIZ		
<b>Address Line 1:</b>	2140 MENTONE BLVD SPC 76		
<b>Address Line 4:</b>	MENTONE, CALIFORNIA 92359		
<b>NAME OF SUBMITTER:</b>	JUAN MIGUEL VALLENCIA		
<b>SIGNATURE:</b>	/JUAN MIGUEL VALENCIA/		
<b>DATE SIGNED:</b>	08/19/2017		
<b>Total Attachments: 5</b>			
source=Torus Real Donation08182017#page1.tif			
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source=Torus Real Donation08182017#page3.tif			
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OP \$40.00 85909634



**DONATION AGREEMENT ENTERED INTO BY AND AMONG, JUAN MIGUEL VALENCIA OROZCO, ACTING HEREAT ON HIS OWN BEHALF, WHO WILL BE HEREINAFTER REFERRED TO AS THE "DONOR", AND, THE COMPANY NAMED "DREAM SPIRITS", S. DE R.L. DE C.V., HEREBY REPRESENTED BY LOA PAOLA BASSELIZ GONZALEZ, HEREINAFTER REFERRED TO AS THE "BENEFICIARY"; AND JOINTLY FOR THE PURPOSES OF THIS AGREEMENT, BOTH APPEARING PARTIES SHALL BE HEREINAFTER REFERRED TO AS THE "PARTIES"; WHO AGREE TO BE GOVERNED BY THE FOLLOWING REPRESENTATIONS AND CLAUSES,**

**REPRESENTATIONS AND WARRANTIES:**

**I. "DONOR" represents and warrants:**

- a) To be a Mexican individual, of legal age and capacity necessary to execute this agreement and be bound by the terms and conditions set forth below.
- b) To be the lawful sole holder of the rights of the procedure with the serial number 85909634, which is currently being carried out before the U.S. Federal Trademark Registration, regarding the "TORUS REAL" trademark (hereinafter referred to as the "TRADEMARK").
- c) That he wishes to enter into this Agreement, under the terms and conditions set forth below.

**II. "BENEFICIARY" through its representative, represents and warrants:**

- a) That it is a duly organized company existing under the laws of the United Mexican States, as it is evidenced in the public instrument number 11,795 dated December 30, 2013, and granted before Mr. Jorge Ramon Quiñones Ruiz, Notary Public number 18 of Zapopan, Jalisco.

- b) That its representative has all the necessary authority to execute this Agreement, declaring on affirmation, that said authority has not been modified, limited or revoked in any way.
- c) That it wishes to accept the donation of the "TRADEMARK" hereby offered by "DONOR".

III. "PARTIES", the latter through its representative, represent and warrant:

- a) That they acknowledge the aforementioned Representations and Warranties as true.
- b) That they acknowledge each other and the capacity under which they appear and act on the execution this Agreement.
- c) That they appear to hereby grant their consent, stating to be fully aware of the content and scope of this Agreement, there being no fraud, bad faith, unconscionable bargain or error that could potentially render it invalid.

Therefore, based on the aforementioned Representations and Warranties, "PARTIES" agree to enter into this *Donation Agreement* pursuant to the following,

CLAUSES:

FIRST.- PURPOSE.

By virtue of this Agreement, "DONOR" transfers the ownership of the "TRADEMARK" in *absolute and unconditional donation* to "BENEFICIARY".

In turn, "BENEFICIARY", hereby accepts and receives the donation granted for its benefit.

**SECOND.- DONATION.**

The donation of the "TRADEMARK" for the benefit of "BENEFICIARY", is granted by "DONOR" free of any charge or condition, as a result, the latter waives its right to exercise any remedy under this grounds and pretenses.

In turn, "DONOR" states that this Donation does not comprise all of his assets, since he has reserved what is necessary for him to live according to his circumstances.

**THIRD.- "TRADEMARK" REGISTRATION.**

"PARTIES" agree to make the corresponding office or agency aware of this donation. The foregoing in order to record "DONOR" as the new owner and holder of the "TRADEMARK".

**FOURTH.- GENUINE CONSENT.**

"PARTIES" agree that in the execution of this Agreement, there is no error, unconscionable bargain nor any type of vitiated consent, therefore they expressly waive their right to render the Agreement or any of its terms invalid under any of these grounds and pretenses.

**FIFTH.- ENTIRE AGREEMENT.**

This Agreement contains all agreements of the "PARTIES" with respect to any matter mentioned herein, and supersedes and replaces any prior agreements or understanding pertaining to any such subject between the "PARTIES", whether oral or written.

**SIXTH.- APPLICABLE LAW AND JURISDICTION.**

For everything related to the interpretation, compliance and execution of this Agreement, "PARTIES" expressly submit to the provisions of the Civil Code for the State of Jalisco, as well as to the jurisdiction of the courts in

Guadalajara, Jalisco, expressly waiving hereby any other that may correspond to them by reason of their present or future domiciles, or for any other reason,

**SEVENTH.- HEADINGS.**

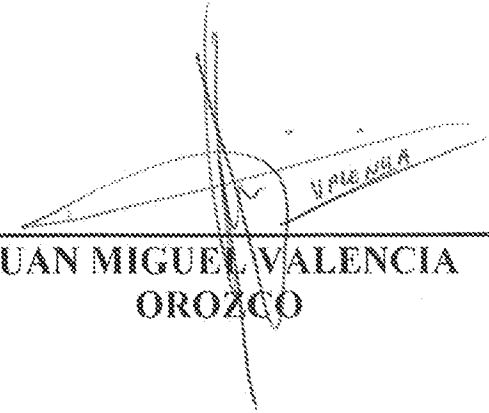
The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof. Neither shall they be considered binding, only the express content of each clause shall be considered binding for the purposes of determining the obligations of each of the “PARTIES” arising from this instrument.

Having read this agreement, “PARTIES” are aware of and agree on the content and legal scope of its terms, for them not being contrary to law, morality or good customs and for there being no fraud, bad faith, unconscionable bargain or any type of vitiated consent, and they execute it acting in their duly authorized capacity, agreeing to be bound by it and to comply its provisions at all times and places, they sign it in two copies before two witnesses who also sign as such at the end, in Zapopan, Jalisco, on December 2, 2016.

(This space is intentionally left blank, please find signatures on the following page)

“DONOR”

“BENEFICIARY”  
“DREAM SPIRITS”,  
S. DE R.L. DE C.V.



A handwritten signature in black ink, appearing to read 'JUAN MIGUEL VALENCIA OROZCO', is written over a horizontal dotted line. The signature is somewhat stylized and overlaps the line.

JUAN MIGUEL VALENCIA  
OROZCO

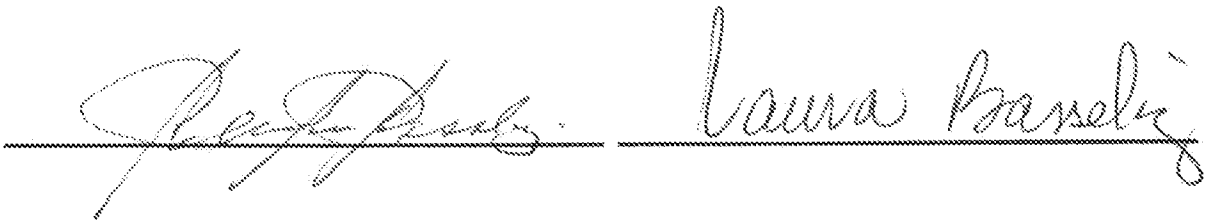


A handwritten signature in black ink, appearing to read 'Loa Paola Baseliz Gonzalez', is written over a horizontal dotted line. The signature is stylized and overlaps the line.

Hereby represented by  
LOA PAOLA BASSELIZ  
GONZALEZ

WITNESS

WITNESS



Two handwritten witness signatures are written over a horizontal dotted line. The signature on the left is highly stylized and illegible. The signature on the right is written in cursive and appears to read 'Laura Baseliz'.