

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOS HOMBRES, INC.		06/15/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DOS HOMBRES, LLC		
Street Address:	15821 Ventura Blvd.		
Internal Address:	Suite 500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5847016	DOS HOMBRES	
Registration Number:	6219981	DOS HOMBRES	
Serial Number:	88785551	DOS HOMBRES. IT'S MEZCAL.	
Serial Number:	88780093	CINCO DE MEZCAL	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 2520		
Address Line 4:	NEW YORK, NEW YORK 10165		
NAME OF SUBMITTER:	WILLIAM C. WRIGHT		
SIGNATURE:	/WILLIAM C. WRIGHT/		
DATE SIGNED:	06/16/2021		
Total Attachments: 13			

OP \$115.00 5847016

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of June 15, 2021 (the "Effective Date"), is entered into by and between Dos Hombres Inc., a California corporation ("Assignor") and Dos Hombres, LLC, a Delaware limited liability company ("Assignee") (each a "Party").

WITNESSETH:

WHEREAS, pursuant to the transfer of assets from Assignor to Assignee under that certain Contribution Agreement, dated February 15, 2020, between Assignor and Assignee (the "Original Contribution Agreement"), Assignor intended to assign to Assignee all of the assets of Assignor;

WHEREAS, pursuant to that certain Contribution Agreement, dated June 15, 2021, between Assignor and Assignee, (a) Assignor is (i) ratifying the transfer of assets in the Original Contribution Agreement with respect to all assets other than intellectual property rights and (ii) transferring all remaining assets of Assignor to Assignee, and (b) Assignee is the successor in interest to the entirety of the business of Assignor; and

WHEREAS, the Parties wish to affirm the transfer of legal title to the intellectual property rights of Assignor in consideration of the membership interests in the Assignee transferred to Assignor pursuant to the Original Contribution Agreement and therefore desire to execute and deliver this Agreement evidencing and effecting the legal assignment, transfer, conveyance and delivery to Assignee, as of the Effective Date, of Assignor's right, title and interest in, to and under all of Assignor's right, title and interest in and to any and all intellectual property and proprietary rights (the "Assigned IP Rights"), including (a) all national, foreign and state trademarks, service marks, trade names, rights in trade dress, logos, trade names, corporate names, and other source identifiers or indicia of origin, and all trademark interests throughout the world, and all right, title and interest in any and all applications, registrations and extensions therefor throughout the world (collectively, "Trademarks"), including the Trademarks set forth in Section 1 of Schedule A hereto (the "Assigned Trademarks") and (b) the patents and patent applications set forth in Section 2 of Schedule A as well as all rights to inventions (whether or not subject to a patent application) owned by Assignor including those described in Section 2 of Schedule A (the "Assigned Patents").

NOW, THEREFORE, in consideration of the membership interests in the Assignee transferred to Assignor pursuant to the Original Contribution Agreement and the premises and the mutual covenants and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under all of the Assigned IP Rights, including (a) the exclusive right to apply for and maintain any and all applications registrations for any and all Trademarks, and all common law

rights related thereto, (b) all goodwill associated with and symbolized by the Trademarks and the products and services to which the Trademarks pertain, and (c) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, the rights to sue for all past, present or future infringements or other violations of any rights in the Trademarks and to settle and retain proceeds from any such actions). Effective as of the Effective Date, Assignee hereby accepts and acquires from Assignor all of Assignor's right, title and interest in, to and under such Assigned IP Rights.

Section 2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any other jurisdiction or organization (including any foreign jurisdiction or organization) whose duty is to issue any applicable intellectual property right or any legal equivalent thereof to record and register Assignee as the assignee and owner of all right, title and interest in, to and under the applicable Assigned IP Rights.

Section 3. Further Assurances. Upon the request of Assignee, Assignor shall promptly execute any other documents and take any other actions reasonably required to give Assignee the full benefit of this Agreement and the assignments set forth in Section 1 of this Agreement including any such documents required to perfect and record such assignments in any applicable filing jurisdictions.

Section 4. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement, and this Agreement shall not confer on any person or entity other than the Parties any claim, cause of action, right or remedy.

Section 5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, legal representatives and assigns.

Section 6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties.

Section 7. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

Section 8. Amendment; Modification; Waiver. Any term of this Agreement may be amended, terminated or waived only with the written consent of Assignor and Assignee.


Section 9. Counterparts. This Agreement may be executed in two (2) or more written, facsimile, PDF or other electronically delivered counterparts (including by electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed on their behalf as of the date first written above.


ASSIGNOR:

DOS HOMBRES INC.

By:  _____
Name: Michael Szewczyk
Title: Chief Executive Officer

ASSIGNEE:

DOS HOMBRES, LLC

By:  _____
Name: Michael Szewczyk
Title: Chief Executive Officer

Schedule A

REGISTERED INTELLECTUAL PROPERTY



1. Trademarks

Mark	Trademark Image	Description (for WIPO/Madrid Filings Only)	Country	App. Date	App. #	Reg. Date	Reg. #	Int. Reg. #	Status	Owner
DOS HOMBRRES & Design			Argentina	03/22/2021	3994602				Pending	Dos Hombrres Inc.
DOS HOMBRRES			Argentina	05/03/2021	4,008,430				Pending	Dos Hombrres Inc.
DOS HOMBRRES & Design		1477999	Australia	05/28/2019	2024021				Pending	Dos Hombrres Inc.
DOS HOMBRRES			Bahamas	11/04/2020	Application No. not yet provided by local TM Office.				Pending	Dos Hombrres Inc.
DOS HOMBRRES			Bolivia						Filing Instructions given to local counsel. Awaiting receipt of executed POA to file.	Dos Hombrres Inc.
DOS HOMBRRES & Design			Bolivia						Filing Instructions given to local counsel. Awaiting receipt of	Dos Hombrres Inc.

[Schedule A to Intellectual Property Assignment Agreement]

Mark	Trademark Image	Description (for WIPO/Madrid Filings Only)	Country	App. Date	App. #	Reg. Date	Reg. #	Int. Reg. #	Status	Owner
DOS HOMBRRES & Design			Brazil	03/19/2021	922408564				executed POA to file.	Dos Hombrres Inc.
DOS HOMBRRES			Brazil	03/19/2021	922408530				Pending	Dos Hombrres Inc.
DOS HOMBRRES & Design			Canada	05/21/2019	1964035				Pending	Dos Hombrres Inc.
DOS HOMBRRES			Canada	05/03/2021	2104075				Pending	Dos Hombrres Inc.
DOS HOMBRRES			Cayman Islands	07/09/2020	T0001635	02/02/2021	T0001635		Registered	Dos Hombrres Inc.
DOS HOMBRRES			Chile	06/30/2020	1361494				Pending	Dos Hombrres Inc.
DOS HOMBRRES & Design			Chile	05/07/2021	1440066				Pending	Dos Hombrres Inc.
Dos Hombrres Donkey Logo			China	02/22/2019	36446715	11/07/2019	36446715		Registered	Dos Hombrres Inc.

TRADEMARK

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Dos Hombres Donkey Logo			China	02/22/2019	36460937	11/07/2019	36460937		Registered	Dos Hombres Inc.
DOS HOMBRRES			China	02/22/2019	36460907	10/21/2019	36460907		Registered	Dos Hombres Inc.
DOS HOMBRRES			China	02/22/2019	36460328	10/21/2019	36460328		Registered	Dos Hombres Inc.
DOS HOMBRRES			China	02/22/2019	36459799	10/21/2019	36459799		Registered	Dos Hombres Inc.
Dos Hombres Donkey Logo			China	02/22/2019	36450998	11/07/2019	36450998		Registered	Dos Hombres Inc.
Dos Hombres Donkey Logo			China	02/22/2019	36449127	11/07/2019	36449127		Registered	Dos Hombres Inc.
DOS HOMBRRES			China	02/22/2019	36446520	10/21/2019	36446520		Registered	Dos Hombres Inc.
DOS HOMBRRES			China	02/22/2019	36444281	10/21/2019	36444281		Registered	Dos Hombres Inc.
Dos Hombres Donkey Logo			China	02/22/2019	36440851	11/07/2019	36440851		Registered	Dos Hombres Inc.

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DOS HOMERES			China	02/22/2019	36437992	10/21/2019	36437992		Registered	Dos Hombr Inc.
Dos Hombrs Donkey Logo			China	02/22/2019	36437993	11/07/2019	36437993		Registered	Dos Hombr Inc.
DOS HOMERES, ITS MEZCAL.			China	03/10/2020	44468172	11/28/2020	44468172		Registered	Dos Hombrs Inc.
CINCO DE MEZCAL			China	05/06/2020	46014575	01/07/2021	46014575		Registered	Dos Hombrs Inc.
DOS HOMERES with stylized logo			China	05/06/2021	55806154				Pending	Dos Hombrs Inc.
DOS HOMERES		Designated under IR 1543957	Colombia	06/26/2020	SD2020/0061070				Pending	Dos Hombrs Inc.
DOS HOMERES & Design		Subsequent Designation under IR 147999 filed 05/10/2021	Colombia	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrs Inc.
DOS HOMERES			Costa Rica	05/07/2021	2021-004161				Pending	Dos Hombrs Inc.
DOS HOMERES & Design			Costa Rica	05/07/2021	2021-004162				Pending	Dos Hombrs Inc.

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Mark	Trademark Image	Description (for WIPO/Madrid Filings Only)	Country	App. Date	App. #	Reg. Date	Reg. #	Int. Reg. #	Status	Owner
DOS HOMERES			Ecuador	05/06/2021	2021-32147				Pending	Dos Hombrs Inc.
DOS HOMERES & Design			Ecuador	05/06/2021	2021-32149				Pending	Dos Hombrs Inc.
DOS HOMERES			European Union	01/09/2019	018007636	05/15/2019	018007636		Registered	Dos Hombrs Inc.
DOS HOMERES			European Union	02/03/2020	018191390	05/27/2020	018191390		Registered	Dos Hombrs Inc.
DOS HOMERES & Design			Hong Kong	03/15/2019	304858967	03/15/2019	304858967		Registered	Dos Hombrs Inc.
DOS HOMERES			Hong Kong	03/15/2019	304858976	03/15/2019	304858976		Registered	Dos Hombrs Inc.
DOS HOMERES		Designated under IR 1543957	India	06/26/2020			4607531	1543957	Registered	Dos Hombrs Inc.
DOS HOMERES & Design		Subsequent Designation under IR 1477999 filed 05/10/2021	India	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrs Inc.
DOS HOMERES & Design		Subsequent Designation under	Indonesia	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrs Inc.

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DOS HOMERES		IR 1477999 filed 05/10/2021	Indonesia						Filing Instructions given to local counsel. Awaiting receipt of executed POA to file.	Dos Hombres Inc.
DOS HOMERES & Design		IR 1477999	International	05/28/2019				1477999	Registered	Dos Hombres Inc.
DOS HOMERES		IR 1543957	International	06/26/2020				1543957	Registered	Dos Hombres Inc.
DOS HOMERES		Designated under IR 1543957	Israel	06/26/2020	330287			1543957	Registered	Dos Hombres Inc.
DOS HOMERES & Design		Subsequent Designation under IR 1477999 filed 05/10/2021	Israel	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombres Inc.
DOS HOMERES & Design		Designated under IR 1477999	Japan	05/28/2019				1477999	Registered	Dos Hombres Inc.
DOS HOMERES			Japan	05/06/2021	2021-055053				Pending	Dos Hombres Inc.

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Mark	Trademark Image	Description (for WIPO/Madrid Filings Only)	Country	App. Date	App. #	Reg. Date	Reg. #	Int. Reg. #	Status	Owner
DOS HOMERES			Korea - South	05/03/2021	40-2021-0091571				Pending	Dos Hombrs Inc.
DOS HOMERES & Design		Subsequent Designation under IR 147999 filed 05/10/2021	Korea - South	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrs Inc.
DOS HOMERES		Designated under IR 1543957	New Zealand	06/26/2020	1155579				Pending	Dos Hombrs Inc.
DOS HOMERES			Panama						Filing Instructions given to local counsel. Awaiting receipt of executed POA to file.	Dos Hombrs Inc.
DOS HOMERES & Design			Panama						Filing Instructions given to local counsel. Awaiting receipt of executed POA to file.	Dos Hombrs Inc.
DOS HOMERES			Paraguay	05/04/2021	2135302				Pending	Dos Hombrs Inc.

[Schedule A to Intellectual Property Assignment Agreement]

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DOS HOMERES & Design			Paraguay	05/04/2021	2135303				Pending	Dos Hombr Inc.
DOS HOMERES		Designated under IR 1543957	Philippines	06/26/2020					Pending	Dos Hombr Inc.
DOS HOMERES		Designated under IR 1543957	Russia	06/26/2020	2020M12175	02/08/2021	2020M12175	1543957	Registered	Dos Hombr Inc.
DOS HOMERES & Design		Subsequent Designation under IR 1477999 filed 05/10/2021	Russia	04/30/2021		Application no. will be issued upon review by local TM office			Pending	Dos Hombr Inc.
DOS HOMERES		Designated under IR 1543957	Singapore	06/26/2020		03/02/2021	40202016451P	1543957	Registered	Dos Hombr Inc.
DOS HOMERES and Design (MP)		Subsequent Designation under IR 1477999 filed 05/10/2021	Singapore	04/30/2021		Application no. will be issued upon review by local TM office			Pending	Dos Hombr Inc.
DOS HOMERES			South Africa	06/30/2020	2020/15632				Pending	Dos Hombr Inc.
DOS HOMERES		Designated under IR 1543957	Switzerland	06/26/2020					Pending	Dos Hombr Inc.

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DOS HOMERES & Design		Subsequent Designation under IR 1477999 filed 05/10/2021	Switzerland	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrres Inc.
DOS HOMERES			Taiwan	06/29/2020	109042753	03/16/2021	02128272		Registered	Dos Hombrres Inc.
DOS HOMERES & Design			Taiwan	05/03/2021					Pending	Dos Hombrres Inc.
DOS HOMERES & Design		Subsequent Designation under IR 1477999 filed 05/10/2021	Thailand	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrres Inc.
DOS HOMERES			Thailand						Filing Instructions given to local counsel. Awaiting receipt of executed POA to file.	Dos Hombrres Inc.
DOS HOMERES & Design		Subsequent Designation under IR 1477999 filed 05/10/2021	Turkey	04/30/2021	Application no. will be issued upon review by local TM office				Pending	Dos Hombrres Inc.
DOS HOMERES			Turkey	05/11/2021	2021/0720888				Pending	Dos Hombrres Inc.

[Schedule A to Intellectual Property Assignment Agreement]

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DOS HOMBRES & Design			United Kingdom	01/09/2019	UK00918007636	05/15/2019	UK00918007636		Registered	Dos Hombres Inc.
DOS HOMBRES			United Kingdom	02/03/2020	UK00918191390	05/27/2020	UK00918191390		Registered	Dos Hombres Inc.
DOS HOMBRES & Design			United States	10/25/2018	88/168,789	08/27/2019	5,847,916		Registered	Dos Hombres Inc.
DOS HOMBRES			United States	01/31/2020	88/780,088	12/15/2020	6,219,981		Registered	Dos Hombres Inc.
DOS HOMBRES, IT'S MEZCAL.			United States	02/05/2020	88/785,551				Pending	Dos Hombres Inc.
CINCO DE MEZCAL			United States	01/31/2020	88/780,093				Pending	Dos Hombres Inc.
DOS HOMBRES & Design			Uruguay	05/05/2021	523853				Pending	Dos Hombres Inc.
DOS HOMBRES			Uruguay	05/05/2021	523852				Pending	Dos Hombres Inc.

TRADEMARK

2. Patents

[Schedule A to Intellectual Property Assignment Agreement]