

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3642568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MODE DESIGN GROUP, INC., DOING BUSINESS AS VICEROY CREATIVE	09/18/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE PATRÓN SPIRITS COMPANY
<b>Street Address:</b>	6670 SOUTH VALLEY VIEW
<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89118
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29542645
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	3102038080
<b>Email:</b>	trademarkdocket@jmbm.com
<b>Correspondent Name:</b>	BRENNAN C. SWAIN, ESQ.
<b>Address Line 1:</b>	1900 AVENUE OF THE STARS
<b>Address Line 2:</b>	7TH FLOOR
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067
<b>ATTORNEY DOCKET NUMBER:</b>	57062-5011
<b>NAME OF SUBMITTER:</b>	BRENNAN C. SWAIN, ESQ.
<b>SIGNATURE:</b>	/Brennan C. Swain/
<b>DATE SIGNED:</b>	12/03/2015
<b>Total Attachments: 4</b>	
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**MODE / LALIQUE BOTTLE**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

This Assignment ("ASSIGNMENT"), effective as of 10 OCTOBER 2015, is made and entered into by and between:

- (1) **MODE DESIGN GROUP, INC., doing business as VICEROY CREATIVE**

37-18 Northern Blvd, Suite 516  
Long Island City, NY 11101

a New York corporation (hereinafter "VICEROY" and/or "ASSIGNOR");

- (2) **THE PATRÓN SPIRITS COMPANY**

6670 South Valley View  
Las Vegas, Nevada 89118

a Nevada domestic corporation (hereinafter "PSC" and/or "ASSIGNEE"); and,

- (3) **PATRÓN SPIRITS INTERNATIONAL AG**

Quaistrasse 11, 8200  
Schaffhausen, Switzerland

a Switzerland aktiengesellschaft (hereinafter "PSI").

**RECITALS**

WHEREAS, VICEROY and PSC have had an ongoing contractual relationship since 2011 regarding the design and manufacture of various products and packaging, including glass bottles for alcoholic beverages;

WHEREAS, PSC requested VICEROY to work with Lalique SA ("LALIQUE") to create a bottle for the benefit of PSI;

WHEREAS, VICEROY collaborated with LALIQUE in the creation of the the Lalique bottle (the "LALIQUE BOTTLE") for the benefit of PSI, representations of which are shown in Exhibit A;

WHEREAS, VICEROY has created, developed, and/or acquired certain rights with respect to the LALIQUE BOTTLE for the benefit of PSI;

WHEREAS, PSC is a subsidiary of PSI.

Now, therefore, in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed:

1. **INTELLECTUAL PROPERTY ASSIGNMENT TO PSC**

Initials

DM  
ASV

VICEROY agrees to and does hereby assign and transfer to PSC its entire worldwide right, title, and interest in the intellectual property of the LALIQUE BOTTLE, including all inventions therein, patent rights, any related patent priority rights, trademark rights, and copyright rights (all hereinafter the "IP").

## 2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

ASSIGNOR represents and warrants that:

- a. ASSIGNOR is the sole owner of all right, title, and interest in the IP;
- b. the LALIQUE BOTTLE is original, was not derived from any other work, and that the LALIQUE BOTTLE's creation and use did not and will not infringe the rights of any third party;
- c. ASSIGNOR's creation of the LALIQUE BOTTLE for PSI does not constitute a breach of any existing contractual obligation or restrictive covenant of ASSIGNOR;
- d. there are no liens in, encumbrances to, or any other third party interests in or claims to the LALIQUE BOTTLE or the IP;
- e. ASSIGNOR has received no demand, claim, notice, or inquiry from any person in respect of the LALIQUE BOTTLE or the IP that challenges, threatens to challenge, or otherwise casts doubt as to whether there is any basis to challenge the validity of, the rights of the ASSIGNOR in, or the right of the ASSIGNOR to use any such IP, and ASSIGNOR knows of no basis for any colorable assertion thereof;
- f. the possession, making, use, or exploitation of the LALIQUE BOTTLE and/or the IP has not and will not violate the rights of any other person;
- g. no person has or is infringing, misappropriating, or making unauthorized use of the LALIQUE BOTTLE or the IP;
- h. ASSIGNOR is not subject to any judicial decree, order, judgment, stipulation, or agreement with a third party restricting in any manner the ownership, use, sale, or licensing of the IP or any products utilizing the IP;
- i. the execution and consummation of this ASSIGNMENT will not violate or breach any agreement to which ASSIGNOR is a party, adversely impair or impact ASSIGNEE's future enjoyment and exploitation of the LALIQUE BOTTLE or the IP, or require the consent or approval of any third party; and
- j. ASSIGNOR is not in breach or violation of any agreement that would materially impair ASSIGNEE's rights, title, or interest in the LALIQUE BOTTLE, the IP, or this ASSIGNMENT.

## 3. INDEMNIFICATION

VICEROY will defend, indemnify, and hold harmless PSC, its affiliates, parent companies, subsidiaries, successors and assigns, and collectively their directors, officers,

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*AKW*

members, shareholders, employees, agents, contractors and representatives from and against any and all losses, damages, assessments, charges, liabilities, claims, costs, and expenses (including, without limitation, interest, penalties, attorneys' fees, and disbursements) that may at any time be suffered or incurred in connection with (1) any claim or assertion brought by a third party on account of, or in relation to, VICEROY's breach of any representation or warranty herein; and, (2) any claim or assertion that the making, use, sale, or display of the LALIQUE BOTTLE or the IP violates the rights of a third party.

4. FURTHER ASSURANCES AND POWER OF ATTORNEY

At ASSIGNEE's request, ASSIGNOR will acknowledge, execute, and deliver any documents or instruments, and do any other lawful acts, requested by ASSIGNEE, at ASSIGNEE's expense, to further the purposes of this ASSIGNMENT, and to assist ASSIGNEE in the perfection, registration, protection, enforcement, and exploitation of the IP.

In the event ASSIGNOR does not comply with ASSIGNEE's request within five (5) business days, or sooner if needed, ASSIGNOR hereby irrevocably appoints ASSIGNEE and the duly authorized officers and agents of ASSIGNEE as the agent and as its attorney-in-fact to perform as requested in the name of and on behalf of ASSIGNOR, which appointment is and shall be deemed to be coupled with an interest and shall survive ASSIGNOR's possible incapacity.

5. INTELLECTUAL PROPERTY ASSIGNMENT TO PSI

PSC agrees to and does hereby assign and transfer to PSI its entire worldwide right, title, and interest in the intellectual property in the LALIQUE BOTTLE, including all inventions therein, patent rights, any related patent priority rights, trademark rights, copyright rights, and the IP assigned by VICEROY.

MODE DESIGN GROUP, INC.  
doing business as VICEROY CREATIVE

By: [Signature]  
Name: David Moritz  
Title: Pres  
Date: 9/18/15

THE PATRÓN SPIRITS COMPANY

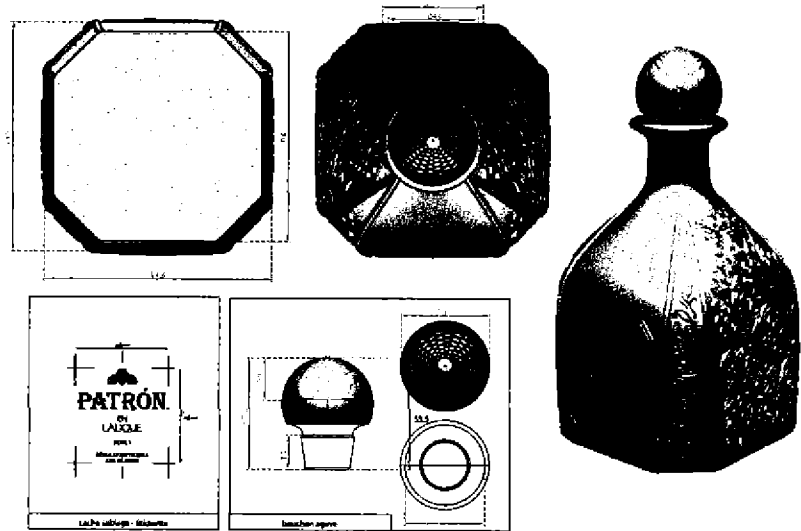
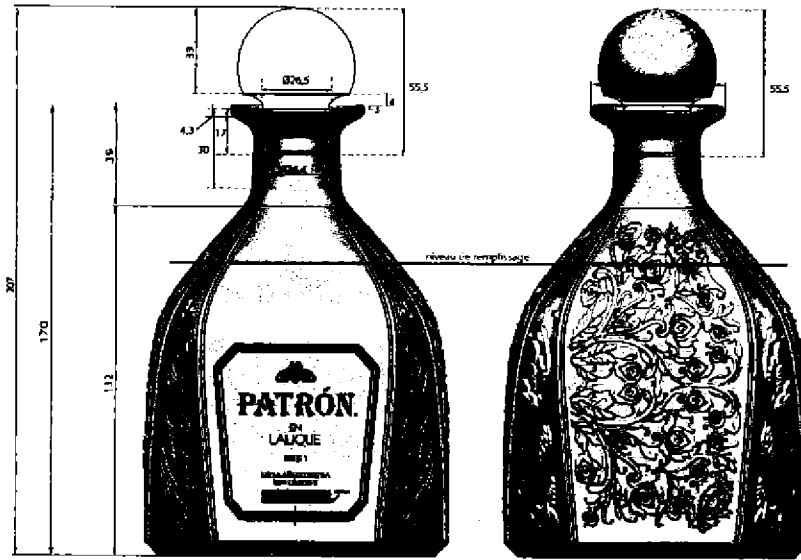
By: [Signature]  
Name: DAVID R WILSON  
Title: President Int + Global COO  
Date: OCT 10 2015

PATRÓN SPIRITS INTERNATIONAL AG

By: [Signature]  
Name: DAVID R WILSON  
Title: President Int. + Global COO  
Date: OCT 10 2015

Initials  
DM  
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Exhibit A



ETIQUETTE FINALE



CACHE SABLAGE

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