

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4385398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MODE DESIGN GROUP, INC. DOING BUSINESS AS VICEROY CREATIVE	09/18/2015
RECEIVING PARTY DATA	
Name:	THE PATRÓN SPIRITS COMPANY
Street Address:	6670 SOUTH VALLEY VIEW
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89118
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29601427
CORRESPONDENCE DATA	
Fax Number:	(310)203-0567
<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:	310-203-8080
Email:	patentdocket@jmbm.com
Correspondent Name:	BRENNAN C. SWAIN, ESQ.
Address Line 1:	JEFFER MANGELS BUTLER & MITCHELL LLP
Address Line 2:	1900 AVENUE OF THE STARS, 7TH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	57062-5013
NAME OF SUBMITTER:	BRENNAN C. SWAIN, ESQ.
SIGNATURE:	/brennan c. swain/
DATE SIGNED:	04/26/2017
Total Attachments: 4	
source=Lalique Bottle Assignment - Mode Design Group, Inc. to The Patron Spirits Company to PSI#page1.tif	
source=Lalique Bottle Assignment - Mode Design Group, Inc. to The Patron Spirits Company to PSI#page2.tif	
source=Lalique Bottle Assignment - Mode Design Group, Inc. to The Patron Spirits Company to PSI#page3.tif	
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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
AV

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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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
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