

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALADA IP SRL		04/19/2017	Society with Restricted Liability: BARBADOS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woody Ventures GmbH		
<b>Street Address:</b>	Route de Meyrin 267		
<b>Internal Address:</b>	c/o Tradall SA		
<b>City:</b>	Meyrin		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87158172	FOUNDED IN 1796 SANTA TERESA 1796 SOLERA	
<b>Registration Number:</b>	2958814	RHUM ORANGE LIQUEUR	
<b>Serial Number:</b>	86899526	SANTA TERESA 1796	
<b>Serial Number:</b>	86899539	SANTA TERESA 1796	
<b>Serial Number:</b>	86899546	SANTA TERESA TRIBUTO	
<b>Serial Number:</b>	86887469	SANTA TERESA	
<b>Serial Number:</b>	86887479	SANTA TERESA TRIBUTO ST	
<b>Serial Number:</b>	86887493	ST	
<b>Serial Number:</b>	86887496	ST	
<b>Serial Number:</b>	78310388	ARAKÚ	
<b>Registration Number:</b>	4517923	RON SELECTO BLEND DE RONES EXTRA ANEJOS	
<b>Serial Number:</b>	86887472	SANTA TERESA BICENTENARIO	
<b>Serial Number:</b>	86899554	BICENTENARIO 1796 SANTA TERESA ST	
<b>Serial Number:</b>	86887488	1796	
<b>Registration Number:</b>	3272909	ARAKÚ	
<b>Registration Number:</b>	3472371	ARAKÚ	
<b>Serial Number:</b>	86887477	BICENTENARIO	
<b>Serial Number:</b>	86887451	COJONUDO	
<b>Registration Number:</b>	4356468	GRAN RESERVA LINAJE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4359997	SANTA TERESA GRAN RESERVA LINAJE
Registration Number:	4359998	SANTA TERESA LINAJE
Serial Number:	86887484	SANTA TERESA TRIBUTO
Serial Number:	86887457	GIVE ME PEACE GIVE ME WAR
Registration Number:	1606627	GRAN RESERVA
Registration Number:	2419428	SANTA TERESA 1796
Registration Number:	2412792	SANTA TERESA RHUM ORANGE
Registration Number:	3061441	SANTA TERESA SELECTO
Registration Number:	2802798	SANTA TERESA

**CORRESPONDENCE DATA**

**Fax Number:** 2028576395  
*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.*  
**Phone:** 202-857-6000  
**Email:** tmdocket@arentfox.com  
**Correspondent Name:** Ricardo Fischer  
**Address Line 1:** 1717 K Street, N.W.  
**Address Line 4:** Washington, D.C. 20006-5344

**ATTORNEY DOCKET NUMBER:** 036130.00039

**DOMESTIC REPRESENTATIVE**

**Name:** Ricardo Fischer  
**Address Line 1:** 1717 K Street, N.W.  
**Address Line 4:** Washington, D.C. 20006-5344

**NAME OF SUBMITTER:** Ricardo Fischer

**SIGNATURE:** /Ricardo Fischer/

**DATE SIGNED:** 06/28/2017

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT, dated April 19, 2017 is between ALADA IP SRL, a Society with Restricted Liability organized and existing under the laws of Barbados, with an address of The Phoenix Centre, George Street, Belleville, St. Michael, Barbados (hereinafter referred to as "LICENSOR"), and WOODY VENTURES GmbH, a Gesellschaft mit beschränkter Haftung (company with limited liability) organized and existing under the laws of Switzerland, with an address of Mühlebachstrasse 6, 8008 Zürich, Switzerland, (hereinafter referred to as "LICENSEE").

### WITNESSETH:

WHEREAS, LICENSOR is the owner of the Intellectual Property (including trademarks and applications for trademarks) listed in the attached Schedule A, which list may be updated from time to time in accordance with Section 7 hereof (hereinafter collectively referred to as "Intellectual Property"); and

WHEREAS, LICENSEE desires to have the right to use the Intellectual Property and, as appropriate, to be entered by LICENSOR as a LICENSEE of the Intellectual Property upon the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the premises and of the mutual promises of the parties, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. LICENSOR hereby grants to LICENSEE the exclusive right to use the Intellectual Property in relation to all goods (including services) covered by the registrations of and the applications for the Intellectual Property in accordance with the terms and conditions of the master license agreement signed between Alada IP Corp. and Alada Ventures AG on December 6, 2016, as novated to LICENSOR on December 15, 2016 (hereinafter referred to as "Master License Agreement").

2. In the event of either party committing any breach of this Agreement, the other (non-breaching) party shall have the right to terminate this Agreement in accordance with the terms of the Master License Agreement.

3. LICENSEE recognizes and acknowledges the exclusive ownership of the Intellectual Property by LICENSOR, and LICENSEE understands that it does not by this Agreement acquire any right, title or interest whatsoever in the Intellectual Property except as expressly granted herein.

4. LICENSEE will not do or permit to be done any act or thing that might in any way impair the Intellectual Property or the rights of LICENSOR in the Intellectual Property.

5. LICENSEE agrees that before using any of the Intellectual Property it will first obtain the approval of LICENSOR of the form and manner in which LICENSEE proposes to

use the Intellectual Property on or in connection with the goods, including on all labels, packaging, containers, advertisements and other materials and otherwise comply at all times with the terms of the Master License Agreement.

6. The license hereby granted to LICENSEE is personal to LICENSEE, is not transferable by LICENSEE (except to the extent it is sublicensable under the terms of the Master Agreement), and shall automatically terminate upon the termination of the Master License Agreement. LICENSEE expressly agrees that upon termination of this Agreement for any reason whatsoever LICENSEE will immediately stop all use of the Intellectual Property, that LICENSOR may do whatever is necessary to cancel any recordal of LICENSEE as a permitted user of the Intellectual Property, and that LICENSEE hereby consents to such cancellation.

7. LICENSOR and LICENSEE from time to time by agreement (a) may add additional intellectual property to or delete Intellectual Property from the Schedule of the Intellectual Property and (b) may execute additional documents as might be needed or desirable in furtherance of this Agreement.

8. This Agreement is valid in United States.

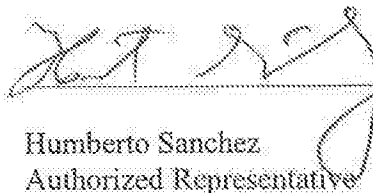
9. In the event of any conflict between the terms of this Agreement and the Master License Agreement, the Master License Agreement shall govern.

ALADA IP SRL



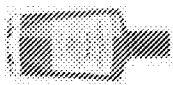
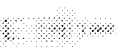

Humberto Sanchez  
Manager

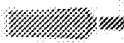



ALADA VENTURES GmbH




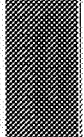



Humberto Sanchez  
Authorized Representative

SCHEDULE A

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date	International Class(es)
 RUM ORANGE LIQUEUR	United States	Registered	78388532	22-Mar-2004	2958814	31-May-2005	33
 SANTA TERESA 1796	United States	Pending Section 44(D) Intent to Use	86899526	5-Feb-2016			33
 SANTA TERESA 1796	United States	Pending Section 44(D) Intent to Use	86899539	5-Feb-2016			33

	United States	Pending Section 44(D) Intent to Use	86899546	5-Feb-2016			33
SANTA TERESA TRIBUTO							
	United States	Pending Section 44(D) Intent to Use	86887469	26-Jan-2016			33
SANTA TERESA							
	United States	Pending Section 44(D) Intent to Use	86887479	26-Jan-2016			33
ST SANTA TERESA TRIBUTO							
	United States	Pending Section 44(D) Intent to Use	86887493	26-Jan-2016			33
ST							

 ST	United States	Pending Section 44(D) Intent to Use	86887496	26-Jan-2016			33
 ARAKU	United States	Pending 44E Intent to Use	78310388	7-Oct-2003			32
 RON SELECTO BLEND DE RONES EXTRA ANEJOS	United States	Registered Section 44(D)	77411532	3-Mar-2008	4517923	22-Apr-2014	33
 SANTA TERESA BICENTENARIO	United States	Pending Section 44(D) Intent to Use	86887472	26-Jan-2016			33

 <b>ST SAINT TERESA BICENTENARIO 1796</b>	United States	Pending Section 44(D) Intent to Use	86889554	5-Feb-2016			33
1796	United States	Pending Section 44(D) Intent to Use	86887488	26-Jan-2016			33
ARAKU	United States	Registered	78707144	6-Sep-2005	3272909	31-Jul-2007	33
ARAKU	United States	Registered Section 44(D)	78980005	7-Oct-2003	3472371	22-Jul-2008	33
BICENTENARIO	United States	Pending Section 44(D) Intent to Use	86887477	26-Jan-2016			33



COJONUDO	United States	Pending Intent to Use	86887451	26-Jan-2016			33
GRAN RESERVA LINAJE	United States	Registered Section 44(D)	85604852	23-Apr- 2012	4356468	25-Jun-2013	33
SANTA TERESA GRAN RESERVA LINAJE	United States	Registered Section 44(D)	85604850	23-Apr- 2012	4359997	2-Jul-2013	33
SANTA TERESA LINAJE	United States	Registered Section 44(D)	85604851	23-Apr- 2012	4359998	2-Jul-2013	33
SANTA TERESA TRIBUTO	United States	Pending Section 44(D) Intent to Use	86887484	26-Jan-2016			33

GIVE ME PEACE GIVE ME WAR	United States	Pending Section 44(D) Intent to Use	86887457	26-Jan-2016			33
GRAN RESERVA	United States	Registered	73795900	26-Apr- 1989	1606627	17-Jul-1990	33
SANTA TERESA 1796	United States	Registered	75287071	6-May-1997	2419428	9-Jan-2001	33
SANTA TERESA RHUM ORANGE	United States	Registered	75421328	22-Jan-1998	2412792	12-Dec-2000	33
SANTA TERESA SILLECTO	United States	Registered	76226197	19-Mar- 2001	3061441	28-Feb-2006	33
SANTA TERESA	United States	Registered	76153683	25-Oct- 2000	2802798	6-Jan-2004	33

TRADEMARK

REEL: 006092 FRAME: 0882

RECORDED: 06/28/2017