

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--------------|
| Corporacion Industrial Alimenticia S.A. de C.V. | | 06/30/2003 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------------|
| Name: | Klass Time, LLC |
| Street Address: | 1800 West Loop South |
| Internal Address: | Suite 1660 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77027 |
| Entity Type: | Limited Liability Company: TEXAS |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|----------|
| Serial Number: | 76439112 |

CORRESPONDENCE DATA

Fax Number: (214)999-9024
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214/969-1562
 Email: pto_dallas@tklaw.com
 Correspondent Name: Kristy B. Mothersbaugh
 Address Line 1: 1700 Pacific Avenue, Suite 3300
 Address Line 2: Thompson & Knight, LLP
 Address Line 4: Dallas, TEXAS 75201

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|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 407288.000005 |
|-------------------------|---------------|

CH \$40.00 76439112

NAME OF SUBMITTER:

Kristy B. Mothersbaugh

Total Attachments: 2

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source=Ciasa to Klass Time p.2.TIF

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of the date signed below, (the "Effective Date"), is made by and between Corporacion Industrial Alimenticia S.A. de C.V., a Mexican corporation ("Assignor"), and Klass Time, LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and used the trademarks listed on Exhibit A to this Agreement in connection with the goods and services listed thereon (the "Marks");

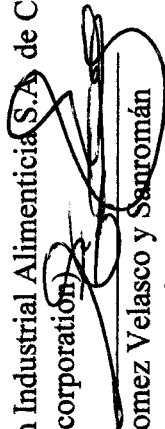
WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of this, the 30 day of June, 2003.

Corporacion Industrial Alimenticia S.A. de C.V.
(a Mexican corporation)


Armando Gomez Velasco y Sanromán
Authorized representative

FEDERAL TRADEMARKS OWNED BY CORPORACION INDUSTRIAL ALIMENTICIA S.A. DE C.V.
 ASSIGNED TO KLASS TIME, LLC

| MARK (INT'L CLASS) | GOODS/SERVICES | SERIAL/REG. NUMBER |
|--|---|--------------------|
| <p>KLASS SABOR CON TRADICION (Cl. 29, 30, 32)</p> | <p>Class: 29 Food items, namely, canned meats and soups. Class: 30 Food items, namely, fruit flavored food flavorings for milk made with cereal and vitamins; atole, namely, corn starch based drinks mixes, hot chocolate and hot chocolate mixes, coffee and powdered coffee mixes, spices, bakery desserts, puddings, custard, arroz con leche, namely, rice pudding and natilla, namely, vanilla pudding and flan. Class: 32 Powdered soft drink and fruit drink mixes, soft drink and fruit drink concentrates; beers, mineral and aerated waters, fruit drinks and fruit juices, soft drinks, and syrups for making beverages.</p> | <p>76/439,112</p> |

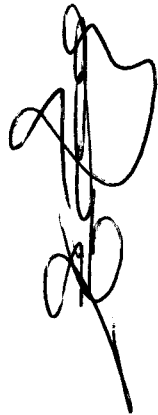


Exhibit A to Trademark Assignment