

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dulceco, L.L.C.		05/03/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jarritos, Inc.		
Street Address:	1477 Lomaland, Building E		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79935-4704		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2386394		
Registration Number:	2369188	TRES CANAS	
CORRESPONDENCE DATA			
Fax Number:	(210)558-9509		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-558-9500		
Email:	trademarks@hanor.com		
Correspondent Name:	Charles W. Hanor		
Address Line 1:	P.O. Box 91319		
Address Line 4:	San Antonio, TEXAS 78209		
NAME OF SUBMITTER:	Charles W. Hanor		
Signature:	/charles w. hanor/		
Date:	06/01/2005		

OP \$65.00 2386394

Total Attachments: 2

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**TRADEMARK
 REEL: 003094 FRAME: 0894**

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source=5-3-05 Assignment from Dulceco to Jarritos#page2.tif

TRADEMARK ASSIGNMENT

WHEREAS, Dulceco, L.L.C, a Delaware Corporation , having its principal place of business at 1477 Lomaland, Building E, El Paso, TX 79935-4704, ("Assignor"), is the owner of the following trademark registrations:

1. U.S. Trademark Registration No. 2386394 for "Cane Farmer Design"; Registration Date 09/12/2000; and
2. U.S. Trademark Registration No. 2369188 for TRES CANAS; Registration Date 07/18/2000; and

Delaware

WHEREAS, Jarritos, Inc., a ~~Texas~~ corporation having its principal place of business at 1477 Lomaland, Building E, El Paso, TX 79935-4704, ("Assignee"), is desirous of acquiring said trademark/service marks together with the good will of the business with which said trademark/service marks are used and which is symbolized by said marks and any and all registrations, specifically including the above registrations of said marks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said marks, all registrations and applications for registration of said marks, including those specifically herein before identified, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which is symbolized by said marks and all past, present and future causes of action for infringement, dilution or misappropriation of the marks.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR has been the sole and exclusive user of the marks for the goods or services set forth above from the time of ASSIGNOR'S adoption of the marks; that ASSIGNOR has continually used the marks since the time of its adoption by ASSIGNOR and that ASSIGNOR has not abandoned the same; that ASSIGNOR has continually policed the use of the marks and has not knowingly allowed any other person, firm, company or entity to use the same or any confusingly similar marks for the same or related goods or services; that to the best of ASSIGNOR'S knowledge, information and belief neither the marks nor any confusingly similar marks are currently used by any other person, firm, company, or entity, whether related to or affiliated with ASSIGNOR or not, for similar or related goods or services and has not been so used by any other person, firm, company or entity during the time of ASSIGNOR'S use.

ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said marks, and testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said marks in all countries.

DULCECO, L.L.C

By: Juan Cortina

Printed Name: Juan Cortina

Title: Treasurer

Date: May 3, 2005