

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Joya de Mexico, S.A.

- Individual(s)
- General Partnership
- Corporation- State: Mexico
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Publicidad y Servicios ARCA, S.A. de C.V.

Internal

Address: Colonia San Jeronimo

Street Address: Avenida San Jeronimo No. 813

City: Monterrey, Nuevo Leon 64640

State: _____

Country: Mexico Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Mexico
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 20, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,553,912

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
FRUTIER

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Louis K. Ebling

Internal Address: 2800 Chemed Center

Street Address: 255 East Fifth Street

City: Cincinnati

State: Ohio Zip: 45202

Phone Number: (513) 455-7644

Fax Number: (513) 762-7944

Email Address: lke@gdm.com

6. Total number of applications and registrations involved:

one

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

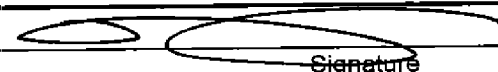
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2904

Authorized User Name Louis K. Ebling

9. Signature:

Signature

April 21, 2005

Date

Louis K. Ebling

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

two

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 502904 1553912

ASSIGNMENT

WHEREAS, Joya de México, S.A. a corporation organized and existing under the laws of Mexico and having a place of business at Plutarco Elias Calles No. 3111, Fraccionamiento Riberas del Rio Ciudad Guadalupe, Nuevo León, México ("Assignor"), is the owner of all right, title, and interest in and to the trademark FRUTIER, U.S. Registration No. 1, 553, 912 (the "Mark"); and

WHEREAS, Publicidad y Servicios ARCA, S. A. de C.V., a corporation organized and existing under the laws of México and having a place of business at Colonia San Jerónimo, Avenida San Jerónimo No. 813, Monterrey, Nuevo León, 64640, México ("Assignee"), wishes to acquire any and all rights Assignor has in and to the Mark, together with the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign unto Assignee all right, title, and interest in and to the Mark, together with the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver, at the request of assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest Assignors right, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this twentieth day of April, 2005.

JOYA DE MEXICO, S.A.

By: Edman Wong 

Name: Edman Wong Boren

Title: Financing and Management Director.

Date: April 20, 2005