

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 |
|--------------------------------|----------|----------------|------------------------|
| Mexican Cheese Producers, Inc. | | 07/12/2007 | CORPORATION: WISCONSIN |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------|
| Name: | Lacteos Sigma B.V. |
| Street Address: | Cypresbaan 9 |
| City: | Capelle Aan Den Ijssel |
| State/Country: | NETHERLANDS |
| Entity Type: | CORPORATION: NETHERLANDS |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 2662911 | AUTHENTIC OLD WORLD QUALITY HECHO POR MEXICANOS |
| Registration Number: | 2866762 | BOLYOGURT |
| Registration Number: | 2982866 | LA CHONA |
| Registration Number: | 2797798 | LOS PORTALES |
| Registration Number: | 2853978 | |
| Registration Number: | 2832159 | |
| Serial Number: | 78877617 | |
| Registration Number: | 2897268 | PLAYERO |
| Registration Number: | 2689289 | PLAYERO |
| Registration Number: | 2731565 | PLAYERO |

CORRESPONDENCE DATA

Fax Number: (713)221-2185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-1377

CH \$265.00 2662911

Email: albert.kimball@bgllp.com
Correspondent Name: Albert B. Kimball, Jr.
Address Line 1: 711 Louisiana, Suite 2300
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 048390.02

DOMESTIC REPRESENTATIVE

Name: Albert B. Kimball, Jr
Address Line 1: 711 Louisiana, Suite 2300
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Albert B. Kimball, Jr.

Signature: /abk/

Date: 09/11/2007

Total Attachments: 5
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TRADEMARK PURCHASE AGREEMENT

TRADEMARK PURCHASE AGREEMENT, effective as of July 12, 2007, is executed by and between *LACTEOS SIGMA B.V.*, a Netherlands corporation ("Lacteos"), herein represented by its attorney-in-fact, Mr. Hector Acosta and *MEXICAN CHEESE PRODUCERS, INC.*, a Wisconsin corporation ("Mexican").

RECITALS:

This Agreement is made with reference to the following facts and circumstances:

- (a) Lacteos desires to purchase and Mexican desires to assign and sell to Lacteos the trademarks listed on EXHIBIT A hereto (hereinafter called the "Trademarks")
- (b) The authority of Lacteos and of the person acting on its behalf is evidenced by the representations set forth in this Agreement and said authority has neither been revoked nor changed in any way whatsoever.
- (c) Reference is made to that certain Stock Purchase Agreement by and among Mexican, its stockholders, Sigma Alimentos, S.A. de C.V. and Sigma Alimentos Exterior, S.A. dated as of July 13, 2007 (the "Stock Purchase Agreement").

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows:

1. Purchase of Trademarks. Mexican hereby agrees to sell, convey, and transfer to Lacteos free, and clear of any liens and encumbrances, and Lacteos hereby agrees to buy and acquire and accept the Trademarks from Mexican.

2. Purchase Price. The aggregate purchase price for the Trademarks shall be Five Million U.S. Dollars (\$5,000,000), which shall be paid by wire transfer of readily available funds in United States currency (the "Purchase Price").

3. Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place in Chicago, Illinois on the date of the closing of the transactions contemplated in the Stock Purchase Agreement (the "Closing Date").

3.1 Lacteos's Obligations at Closing. At the Closing, Lacteos shall:

- 3.1.1 **Payment to Mexican.** Pay in immediately available funds, Five Million U.S. Dollars (\$5,000,000) to Mexican, it being understood that such funds shall be immediately paid by Mexican to Martina Leal and Miguel Leal as part of the consideration of the Stock Purchase Agreement.
- 3.2 **Mexican's Obligations at Closing.** At the Closing, Mexican shall:
- 3.2.1 **Trademarks.** Deliver, or cause to be delivered, to Lacteos a certificate representing the registration of Trademarks in the name of Mexican and shall execute an assignment of each Trademark, the form of assignment is attached hereto as Annex I.
- 3.2.2 **Resolutions.** Deliver a certificate of the Secretary of Mexican, certifying resolutions authorizing Mexican to execute this Agreement and the consummation transactions contemplated hereby.
4. **Representations and Warranties of Lacteos.** Lacteos hereby represents and warrants to Mexican as follows:
- 4.1 **Organization, Good Standing and Corporate Power.** Lacteos is a corporation duly organized, validly existing and in good standing under the laws of the Netherlands, and all requisite the corporate power to execute and deliver this Agreement and perform its obligations hereunder.
- 4.2 **Government, Third Party Authorizations.** No consent, authorization or approval of, or exemption by, or filings with, any governmental body or authority or any third party is required in connection with the execution, delivery and performance by Lacteos of the transactions contemplated by this Agreement.
5. **Representations and Warranties of Mexican; Indemnification; Survival;**
- The parties acknowledge and agree that, in accordance with the Stock Purchase Agreement, the representations and warranties with respect to the Trademarks, Mexican's execution delivery and performance of this Agreement, the indemnification therefor and the survival and any limitations with respect to such indemnification shall be exclusively governed by the terms of the Stock Purchase Agreement.
6. **Jurisdiction.** The Parties hereby irrevocably submit to the exclusive jurisdiction of a federal court located in the State of Illinois, United States over any suit, action or proceeding relating to any dispute. Each Party hereby irrevocably waives, to the fullest extent permitted or not prohibited by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each Party hereby agrees that a final judgment in any such suit, action or

proceeding brought in such a court, after all appropriate appeals, shall be conclusive and binding upon it.

7. **Miscellaneous.** The following miscellaneous provisions shall apply to this Agreement:

7.1 **Notices.** All notices or other communications required or permitted to be given, pursuant to the terms of this Agreement, shall be in writing and shall be deemed to be duly given when received if delivered in person or by telex, telegram or cable and confirmed by mail, or mailed by registered or certified mail (return receipt requested) or express mail, postage prepared, as follows:

If to Lacteos:

Attn: Hector Acosta

If to Mexican:

Attn: Miguel Leal

or at such other address as the party to whom notice is to be given furnishes in writing to the other party in the manner set forth above.

7.2 **Amendments and Waivers.** This Agreement may only be modified or amended in a written instrument signed by both partners hereto.

7.3 **Expenses.** Each party shall pay its own expenses incident to the preparation, execution and consummation of this Agreement and the transactions contemplated hereby.

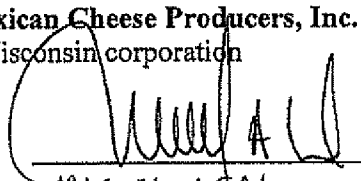
7.4 **Entire Agreement.** This Agreement and the Stock Purchase Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.

7.5 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

- 7.6 **Assignability.** Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party hereto.
- 7.7 **Effect of Headings.** The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.
- 7.8 **Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Agreement or affecting the validity or enforceability of any of the terms or other provisions of this Agreement in any other jurisdiction.
- 7.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.
- 7.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the state of Illinois.

IN WITNESS WHEREOF, Mexican and Lacteos have executed this Trademark Purchase Agreement in Chicago, Illinois on the date first above written.

Mexican Cheese Producers, Inc.
a Wisconsin corporation

By: 
Name: MIGUEL LEAL
Title: _____

Lacteos Sigma BV
a Netherlands corporation

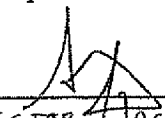
By: 
Name: HECTOR VACOSTA
Title: ATTORNEY-IN-FACT

EXHIBIT A
Intellectual Property

| Mark/ Image | Country | Owner | Status | Application Date | Registration Number |
|--|--------------------------|----------------|------------|------------------|---------------------|
| Authentic Old World Quality Hecho Por Mexicanos & Design | United States of America | Mexican Cheese | Registered | 2/6/02 | 2662911 ✓ |
| Bolyogurt | United States of America | Mexican Cheese | Registered | 6/18/03 | 2866762 ✓ |
| La Chona | United States of America | Mexican Cheese | Registered | 7/2/2003 | 2982866 ✓ |
| Los Portales | United States of America | Mexican Cheese | Registered | 2/4/2003 | 2797798 ✓ |
| Mexican Dairy | Wisconsin | Mexican Cheese | Registered | 10/28/2002 | N/A |
| Miscellaneous Design (Pig) | United States of America | Mexican Cheese | Registered | 7/18/2003 | 2853978 ✓ |
| Miscellaneous Design (standing cow) | United States of America | Mexican Cheese | Registered | 6/18/2003 | 2832159 ✓ |
| Miscellaneous Design (Star, Eagle, and snake design) | United States of America | Mexican Cheese | Pending | 5/5/2006 | N/A |
| Playero | United States of America | Mexican Cheese | Registered | 6/30/2003 | 2897268 ✓ |
| Playero | United States of America | Mexican Cheese | Registered | 6/13/2001 | 2689289 ✓ |
| Playero and Design | United States of America | Mexican Cheese | Registered | 4/2/2002 | 2731565 ✓ |