

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to and Reaffirmation of Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mi MaMa's Tortillas, LLC		09/12/2008	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1354523	C RAMIREZ AND SONS	
Registration Number:	1351962		
Registration Number:	1433133	MI MAMA'S	
Registration Number:	1394238	TRES MONEDAS CENTAVOS MEXICANOS	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	27941.00.0031		

CH \$115.00 1354523

NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	09/18/2008
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

**AMENDMENT TO AND REAFFIRMATION OF
COLLATERAL ASSIGNMENT OF TRADEMARKS**

This AMENDMENT TO AND REAFFIRMATION OF COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Agreement") dated as of September 12, 2008, is made by MI MAMA'S TORTILLAS, LLC, a Texas limited liability company (a "Borrower"), in favor of LASALLE BANK NATIONAL ASSOCIATION ("Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of October 1, 2002 by and between Borrower and Bank (as amended, restated, modified or supplemented and in effect from time to time, the "Original Loan Agreement"), Bank has made and continues to make loans and other financial accommodations available to Borrower;

WHEREAS, in connection with the Original Loan Agreement, Borrower and Bank entered into that certain Collateral Assignment of Trademarks dated as of October 1, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement");

WHEREAS, Borrower has requested that Bank amend and restate the Original Loan Agreement upon the terms and subject to the conditions contained in that certain Joint Amended and Restated Loan and Security Agreement of even date herewith among Borrower, certain affiliates of Borrower and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Amended Loan Agreement"); and

WHEREAS, Bank is unwilling to execute the Amended Loan Agreement unless, among other things, Borrower amends and reaffirms the Trademark Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the purpose of inducing Bank to execute the Amended Loan Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendment to Trademark Agreement. Effective as of the date hereof, the Trademark Agreement is hereby amended and modified as hereinafter provided:

(a) The term "Loan Agreement" is amended wherever it appears in the Trademark Agreement to mean and be deemed a reference to the Amended Loan Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, and all defined terms used in the Trademark Agreement whose meanings were determined by reference to the "Loan Agreement" shall hereafter be deemed to have the meanings set forth in the Amended Loan Agreement.

(b) Schedule A to the Trademark Agreement is hereby amended and restated in its entirety by Exhibit A attached hereto.

3. Reaffirmation. The Trademark Agreement remains in full force and effect, and Borrower hereby ratifies and affirms Borrower's grant of the security interest pursuant to Section 2 of the Trademark Agreement to secure the unconditional, absolute, and irrevocable guaranty of the due and punctual payment of all of the Borrower's Liabilities (as defined in the Amended Loan Agreement) at maturity, whether by acceleration or otherwise, and at all times thereafter, as the Borrower's Liabilities are amended and modified by the terms of the Amended Loan Agreement.

4. Representations and Warranties. Borrower represents and warrants to Bank that:

(a) The execution, delivery and performance by Borrower of this Agreement, are within its corporate powers and have been duly authorized by all necessary corporate action on the part of Borrower;

(b) This Agreement constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and that the liability of Borrower hereunder and under the Trademark Agreement shall continue in full force and effect until the Borrower's Liabilities and all other amounts and obligations secured pursuant to the Trademark Agreement are paid to Bank in full; and

(c) As of the date hereof, there are no defenses, setoffs, claims or counterclaims that could be asserted against Bank arising from or in connection with the Trademark Agreement or the Borrower's Liabilities.

5. Counterparts. This Agreement shall be deemed to be made a part of the Trademark Agreement. This Agreement may be executed in counterparts and said counterparts when taken together shall constitute one and the same instrument.

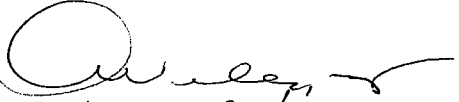
6. Governing Law. This Agreement shall be construed, interpreted and enforced according to the internal laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

*Signature Page to Amendment to and Reaffirmation of
Collateral Assignment of Trademarks*

IN WITNESS WHEREOF, this Amendment to and Reaffirmation of Collateral Assignment of Trademarks has been executed and delivered by the undersigned as of the date first written above.

MI MAMA'S TORTILLAS, LLC, a Texas
limited liability company

By: 
Name: ARTHUR R. VELAZQUEZ
Title: MANAGER

AGREED TO AND ACCEPTED:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

***Signature Page to Amendment to and Reaffirmation of
Collateral Assignment of Trademarks***

IN WITNESS WHEREOF, this Amendment to and Reaffirmation of Collateral Assignment of Trademarks has been executed and delivered by the undersigned as of the date first written above.

MI MAMA'S TORTILLAS, LLC, a Texas
limited liability company

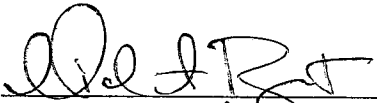
By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

**LASALLE BANK NATIONAL
ASSOCIATION**

By:  _____

Name: Michael A. Berent

Title: SVP

EXHIBIT A

U.S. and Foreign Trademarks and Trademark Registration

<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
1354523	August 13, 1985	C RAMIREZ AND SONS
1351962	July 30, 1985	[DESIGN ONLY]
1433133	March 17, 1987	MI MAMA'S
1394238	May 20, 1986	TRES MONEDAS CENTAVOS MEXICANOS