

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
The Great Western Tortilla Company		02/29/2008	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Prime Choice Foods West
Street Address:	103 Thomas Road
City:	Bristol
State/Country:	VIRGINIA
Postal Code:	24201
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1646190	GREAT WESTERN AUTHENTIC DOS HOMBRES AUTHENTICO
Registration Number:	1796016	BUFFALO BILL'S
Registration Number:	1939699	MESA GRANDE
Registration Number:	1938449	LOS FRESCOS
Registration Number:	2830301	BUFFALO BILL'S
Registration Number:	2711047	LA PRIMERA
Registration Number:	2773297	TAQUERIA CHIPS
Registration Number:	2863367	TAQUERIA STYLE

CORRESPONDENCE DATA

Fax Number: (303)830-2016
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3038398700
 Email: reilly@iplawdenver.com

CH \$215.00 1646190

Correspondent Name: Ellen Reilly
Address Line 1: 1325 East 16th Avenue
Address Line 4: Denver, COLORADO 80218

ATTORNEY DOCKET NUMBER: 7845-T-1 THRU T-8

NAME OF SUBMITTER: Ellen Reilly

Signature: /ellen reilly/

Date: 11/19/2008

Total Attachments: 5
source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into this 29th day of February, 2008 by and between Prime Choice Foods West, a corporation formed in accordance with the laws of Nevada (the "Assignee"), and The Great Western Tortilla Company, a corporation formed in accordance with the laws of Colorado (the "Assignor").

Recitals

A. Assignor and Assignee have executed an Asset Purchase Agreement (the "APA"), dated as of February 22, 2008, for the purchase of Assignor's business, including certain intellectual property, including the trademarks and corresponding registrations set forth on Exhibit 1 (the "Trademarks").

B. Assignor is the owner of all right, title and interest in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

C. Pursuant to the APA, Assignor desires to effectuate the assignment of the Trademarks to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, including the Recitals which are incorporated in this Assignment, and the APA, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, (1) the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks, all of which to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

3. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all

such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR
THE GREAT WESTERN TORTILLA COMPANY

By: [Signature]

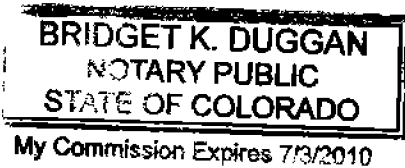
Title: President

STATE OF COLORADO)
)ss
CITY AND COUNTY OF DENVER)

On this 29th day of February, 2008, before me, a Notary Public in and for the State of Colorado, personally appeared William A. Kelston, known by me to be above-named person and an officer of The Great Western Tortilla Company, duly authorized to execute this Assignment on behalf of The Great Western Tortilla Company who signed and executed the foregoing instrument on its behalf.

Given under my hand and seal of office this 27th day of February, 2008.

My commission expires: 7-3-2010



[Signature]
[Signature]
Notary Public

270 St. Paul St, Denver CO 80206
Address

ASSIGNEE
PRIME CHOICE WEST
[Signature]
By: Jose G. Gomez
Title: CEO/President

Exhibit 1
Trademarks

U.S. TRADEMARKS

<i>Mark</i>	<i>Registration No.</i>	<i>Status</i>	
Int'l Class and Goods	Registration Date	Action Due	
GREAT WESTERN AUTHENTIC NACHOS and Design Int'l Class 30 for Mexican style snack foods, namely, tortilla chips	1,391,769 4/29/1986	Registered Sections 8 & 9 Affidavits of Renewal Due 4/29/2016	
GREAT WESTERN AUTHENTIC DOS HOMBRES AUTHENTICO and Design Int'l Class 30 for Mexican style snack foods, namely tortilla chips	1,646,190 5/28/1991	Registered Sections 8 & 9 Affidavits of Renewal Due 5/28/2011	
BUFFALO BILL'S (word mark) Int'l Class 29 for Snack foods; namely, tortilla chips	1,796,016 9/28/1993	Registered Sections 8 & 9 Affidavits of Renewal Due 9/28/2013	
MESA GRANDE Int'l Class 30 for Tortilla chips	1,939,699 12/5/1995	Registered Sections 8 & 9 Affidavits of Renewal Due 12/5/2015	
LOS FRESCOS and Design Int'l Class 30 for Tortilla chips	1,938,449 11/28/1995	Registered Sections 8 & 9 Affidavits of Renewal Due 11/28/2015	
BUFFALO BILL'S (word mark) Int'l Class 29 for Frozen, canned and fresh meats, frozen, canned and fresh seafood, frozen and canned vegetables, processed nuts and cheese Int'l Class 30 for Spices, salsa, barbecue sauce, candy, cookies, crackers, chili sauce, marinades,	2,830,301 4/6/2004	Registered Sections 8 & 15 Affidavit of Use Due 4/6/2010	

<i>Mark</i>	<i>Registration No.</i>	<i>Status</i>	
Int'l Class and Goods	Registration Date	Action Due	
bread and processed cereals			
LA PRIMERA and Design Int'l Class 30 for Food products, namely, corn and flour tortillas, corn-based and flour-based tortillas chips, tostada shells and taco shells	2,711,047 4/29/2003	Registered Sections 8 & 15 Affidavit of Use Due 4/29/2009	
TAQUERIA CHIPS (word mark) Int'l Class 30 for Food products, namely, corn-based chips	2,773,297 10/14/2003	Registered Sections 8 & 15 Affidavit of Use Due 10/14/2009	
TAQUERIA STYLE (word mark) Int'l Class 30 for Corn-based chips, corn tortillas, flour tortillas, salsas and other sauces used as dips	2,863,367 7/13/2004	Registered Sections 8 & 15 Affidavit of Use Due 7/13/2010	

FOREIGN TRADEMARKS

Mark Int'l Class & Goods	Country	Reg. No. Reg. Date	Status Action Due
BUFFALO BILL'S and Design Int'l Class * for Snack foods, namely tortilla chips (*CLASS NOT IDENTIFIED IN REGISTRATION OR IN CANADIAN ON-LINE TM REGISTRY)	Canada	435,545 11/18/1994	Registered Renewal Due 11/18/2009
BUFFALO BILL'S Int'l Class 30 for Tortilla chips (Re-filing of File No. 3560-TF-7)	Mexico	687,454 2/27/2001	Registered Renewal Due 2/27/2011
Circle Design Int'l Class 30 for Tortilla chips, other cereal preparations, and confectionery	Japan	3,183,257 7/31/1996	Registered Renewal Due 7/31/2011
BUFFALO BILL'S (word mark) Int'l Class 30 for Tortilla chips, sauces and salsas	China	1,286,317 6/21/1999	Registered Renewal Due 6/20/2009
BUFFALO BILL'S (word mark) Int'l Class 30 for Snack foods, tortilla chips, sauces and salsas	Hong Kong	12,430 2/10/1998	Registered Renewal Due 2/10/2015
BUFFALO BILL'S (word mark) Int'l Class 30 for Snack foods; namely, tortilla chips, sauces and salsa	Taiwan	832,117 12/16/1998	Registered Renewal Due 12/15/2008