



HEET

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Commissioner for Trademarks: Please review the attached copies of an original document.

1. Name of conveying party(ies):  
**Michael J. Przewlocki**

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation—State \_\_\_\_\_  
 Other \_\_\_\_\_

Additional name(s) attached?  Yes  No

2. Name and address of receiving party(ies):  
**Grupo Bimbo, S.A.B. de C.V.**  
 Prolongación Paseo de la Reforma No. 1000,  
 Col. Peña Blanca Santa Fe, C.P. 01210,  
 Delegación Alvaro Obregón, México, D.F.  
 R.F.C. GBI810615RI8

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation—State Mexico  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other:

Execution Date: **November 24, 2008**

If the assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

Additional names/addresses attached?  Yes  No

4. Application number(s) or trademark number(s):  
 A. Trademark Application No(s):

B: Trademark No(s):  
**3,455,310**

Additional numbers attached?  Yes  No

5. Name/address of party to whom correspondence concerning document should be mailed:  
**RUSSELL N. RIPPAMONTI**  
**Fish & Richardson P.C.**  
**1717 Main Street**  
**Suite 5000**  
**Dallas, TX 75201**

6. Total number of applications and registrations involved: **no.**

7. Total fee (37 CFR §3.41): **\$40.00**  
 Enclosed  
 Authorized to charge Deposit Account.

8. Deposit Account No.: **06-1050**  
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

DO NOT USE THIS SPACE

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

**Russell N. Rippamonti**  
 Name of Person Signing

*Russell N. Rippamonti*  
 Signature

**1/16/09**  
 Date

Total number of pages including cover sheet, attachments, and document: 3

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01-21-2009

U.S. Patent & TM Office Mail Rpt. #34

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EB 324727825 US

Date of Deposit: January 16, 2009

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** is effective as of the 10 days of November, 2008, between Michael J. Przewlocki, an individual (hereinafter "ASSIGNOR") and Grupo Bimbo, S.A.B. de C.V., a corporation of Mexico (hereinafter "ASSIGNEE").

**WHEREAS, ASSIGNOR** has adopted and used in United States commerce the trademark B.I.M.B.O. THREADS CLOTHING COMPANY and has obtained U.S. Registration No. 3,455,310 (hereinafter, "Mark").

**WHEREAS, ASSIGNEE** is desirous of acquiring all rights, title and interest in the Mark including, but not limited to, the registration thereof, together with the goodwill of the business symbolized by said Mark; and

**WHEREAS, ASSIGNOR** covenants that it will, at ASSIGNEE'S expense, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as ASSIGNEE may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Mark; and

**NOW, THEREFORE,** in consideration of the sum set forth in a separate Trademark Purchase Agreement, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Mark, including, but not limited to, registration thereof, together with the goodwill of the business symbolized by said Mark, together with the right to sue for past, present or future infringement of said Mark, and to collect and retain damages and profits therefor, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto.

IN WITNESS WHEREOF, I hereto set my hand:

Michael J. Przewlocki

[Signature]

Date: 11/24/08

Grupo Bimbo, S.A.B. de C.V.

[Signature]

By: Luis Miguel Briola

Title: Attorney in Fact

Date: November 10<sup>th</sup>, 2008

Witness: [Signature]

Name: Nayeli Martinez

Address: Paseo de la Reforma #1000, Col.  
Pena Blanca Santa Fe, Mexico City

Date: November 10<sup>th</sup>, 2008

State of ARIZONA

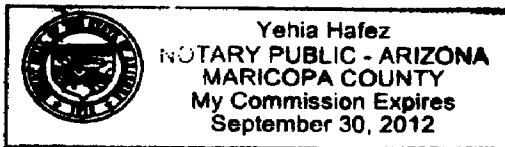
§  
§  
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County of MARICOPA

Before me this 24<sup>TH</sup> day of NOVEMBER, 2008, personally appeared Michael J. Przewlocki, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

[Signature] 11-24-08  
Notary Public  
My Commission Expires: 09-30-2012

[Notary's Seal]



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**GENERAL POWER OF ATTORNEY AND  
DESIGNATION OF DOMESTIC REPRESENTATIVE  
FOR ACTIONS BEFORE THE U.S. PATENT AND TRADEMARK OFFICE**

Grupo Bimbo, S.A.B. de C.V., a corporation of the Country of Mexico, with offices located at Prolongación Paseo de la Reforma No. 1000, Col. Peña Blanca Santa Fe, C.P. 01210, Delegación Alvaro Obregón, México, D.F., does hereby revoke all current powers of attorney in connection with all trademark registrations and applications owned by Grupo Bimbo, S.A.B. de C.V. in the United States of America, and appoints the following members of the firm of Fish & Richardson P.C, with offices at 1717 Main Street, Suite 5000, Dallas, Texas 75201: Russell N. Rippamonti, P. Weston Musselman, Jr., J. Kevin Gray, Linda M. Novak, members of the Bar of the State of Texas, with full power of attorney to file trademark applications to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive Certificates of Registration on behalf of Grupo Bimbo, S.A.B. de C.V.

Grupo Bimbo, S.A.B. de C.V. further appoints the aforementioned persons with full power of attorney to file trademark Declarations of Use and Incontestability and applications to renew existing and future trademark registrations owned by Grupo Bimbo, S.A.B. de C.V., to transact all business in the Patent and Trademark Office in connection therewith, and to receive Certificates of Acceptance and Certificates of Renewal on behalf of Grupo Bimbo, S.A.B. de C.V.

Grupo Bimbo, S.A.B. de C.V. further appoints the aforementioned persons with full power of attorney to file trademark opposition and cancellation proceedings on behalf of Grupo Bimbo, S.A.B. de C.V., to transact all business in the Patent and Trademark Office, Trademark Trial and Appeal Board, in connection therewith, and to receive Notices and Rulings on behalf of Grupo Bimbo, S.A.B. de C.V.

Grupo Bimbo, S.A.B. de C.V. further appoints the aforementioned members of the firm of Fish & Richardson P.C. as its domestic representative upon whom may be served notices or process in proceedings affecting its trademark applications and registrations, oppositions and cancellation proceedings.

Date: January 14, 2009

GRUPO BIMBO, S.A.B. de C.V.,  
a Mexican corporation



By: \_\_\_\_\_  
Name : LUIS MIGUEL BRIOLA  
Title : ATTORNEY IN FACT