

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
Megargy Licensing Limited Liability Company		01/21/2009	COMPANY:

RECEIVING PARTY DATA

Name:	Brotadura Zrt
Street Address:	40 Petofi Sandor
City:	Ujlengyel
State/Country:	HUNGARY
Postal Code:	2724
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77232988	AMAZIN' BITES
Serial Number:	77232980	BUNCH O' BITES
Registration Number:	0827257	
Registration Number:	0565109	
Registration Number:	1265871	D'ITALIANO
Registration Number:	1733390	D'ITALIANO REAL ITALIAN BREAD
Registration Number:	0968304	DUTCH COUNTRY
Registration Number:	1655695	MAIER'S
Registration Number:	2614090	NOOKS & CRANNIES
Registration Number:	0853756	SAHARA
Registration Number:	1249968	THE ORIGINAL THOMAS ENGLISH MUFFINS FORK SPLIT TOASTED ENGLISH MUFFINS
Registration Number:	0827258	THOMAS'
Registration Number:	0215997	THOMAS'

CH \$465.00 77232988

Registration Number:	3349935	THOMAS'
Registration Number:	3195196	THOMAS' HEARTY GRAINS
Registration Number:	0684234	TOAST-R-CAKES
Registration Number:	0762418	TOAST-R-CAKES
Registration Number:	2597085	THOMAS'

CORRESPONDENCE DATA

Fax Number: (949)654-5481
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9496545468
Email: arnold@fr.com
Correspondent Name: Leslie Arnold
Address Line 1: P.O. Box 1022
Address Line 2: Fish & Richardson P.C.
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 15832-001001

DOMESTIC REPRESENTATIVE

Name: Fish & Richardson P.C.
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

NAME OF SUBMITTER: Leslie Arnold

Signature: /lya/

Date: 01/29/2009

Total Attachments: 11

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PURCHASE AND ASSUMPTION OF HUNGARY TRADEMARKS

This PURCHASE AND ASSUMPTION OF HUNGARY TRADEMARKS (this "Agreement") is made and entered into as of this 21st day of January, 2009, by and among Megargy Licensing Limited Liability Company, a company organized under the laws of Hungary acting through its Luxembourg branch ("Seller") and Brotadura Zrt, a company organized under the laws of Hungary ("Buyer"). pursuant to the Master Purchase Agreement (the "Master Purchase Agreement") by and among Grupo Bimbo, S.A.B. de C.V., a *sociedad anónima bursátil de capital variable* organized under the laws of Mexico, Dunedin Holdings S.à r.l., a *société à responsabilité limitée* organized under the laws of Luxembourg, Glendock Finance Company, an unlimited liability company organized under the laws of Ireland, Megargy Licensing Limited Liability Company, a corporation organized under the laws of Hungary, Weston Foods (Canada) Inc., a corporation incorporated under the laws of Ontario, Dunedin Servicing Limited Liability Company, a corporation organized under the laws of Hungary, and George Weston Limited, a corporation incorporated under the laws of Canada (for the limited purposes set forth therein). Seller and Buyer are collectively referred to herein as the "Parties." This Agreement is subject to all of the terms and conditions set forth in the Master Purchase Agreement (which Master Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Master Purchase Agreement). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Master Purchase Agreement.

WHEREAS, pursuant to Section 2.3 of the Master Purchase Agreement (*Purchase and Assumption of Acquired Hungary Trademarks*), Buyer has agreed to purchase, acquire, accept and take assignment of all of Seller's right, title and interest in, to and under all of the Acquired Hungary Trademark Assets together with accrued and unpaid royalties, including, those trademarks listed in Schedule 1 hereto (all such trademarks referred to collectively as the "Acquired Hungary Trademark Assets"), and to assume, and agree to pay, perform and otherwise discharge as and when due, Assumed Hungary Trademark Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer each hereby agree as follows:

SECTION 1. Purchase and Assumption. Seller hereby (a) sells, assigns and transfers to Buyer and its successors and assigns, and Buyer hereby purchases, accepts and takes assignment of from Seller, all of Seller's right, title and interest in, to and under the Acquired Hungary Trademark Assets together with accrued and unpaid royalties, including, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, all income, royalties, damages and payments now or hereafter due or payable with respect to the Acquired Hungary Trademark Assets and all records and documents related thereto, together with the right to sue and recover damages for future, present or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto, and for intent-to-use U.S. applications, the Parties acknowledge that that portion of the business which is ongoing and existing to which the Acquired Hungary Trademark Assets pertain is being transferred also and (b) assigns and delegates to Buyer, and Buyer hereby assumes, and shall be obligated to pay,

perform and otherwise discharge as and when due each of the Assumed Hungary Trademark Liabilities.

SECTION 2. Recordation. The Parties agree that Buyer may record this Agreement in the United States Patent and Trademark Office and/or the applicable foreign authorities to record Buyer as the assignee and owner of the Acquired Hungary Trademark Assets.

SECTION 3 Consideration In consideration for the purchase and assumption set forth in Section 1, Buyer shall issue to Seller 384,675 newly issued ordinary shares of US\$1,000 each with a face value representing the fair market value of \$384,675,000 (the "Newly Issued Shares").

SECTION 4. Registration of Newly Issued Shares. The Buyer acknowledges and agrees that, subsequent to Closing, it shall be Buyer's sole responsibility to effect registration of the Newly Issued Shares with the competent Hungarian Court of Registration and the Central Clearing House and Depository (Budapest) ("KELER") and that, subject to Section 4 below, Sellers shall have no obligations with respect to the Newly Issued Shares.

SECTION 5 Further Assurances. Either party shall, at the other party's request, execute and deliver such other instruments of conveyance and transfer and take such other actions as may be reasonably requested to effectively carry out the terms and provisions of this Agreement, including, but not limited to, assisting in the registration of the Newly Issued Shares with the competent Hungarian Court of Registration, creating the Newly Issued Shares at KELER and opening a securities account at the broker company designated by the Buyer.


SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

SECTION 7. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered by facsimile transmission or electronic transmission (*e.g.*, pdf file), and a facsimile or electronic transmission of this Agreement or of a signature of a party hereto will be effective as an original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MEGARGY LICENSING LIMITED
LIABILITY COMPANY, acting
through its Luxembourg branch

By: 
Name: *Christophe Oliveira*
Title: *Branch manager*

*Signature Page to Acquired Hungary Trademark
Purchase and Assumption Agreement*

MARTINE SCHAEFFER
NOTAIRE

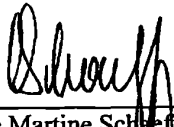
74 avenue Victor Hugo
L-1750 LUXEMBOURG

TEL. 22 44 75-1
FAX. 46 02 61

CERTIFICATION

I, the undersigned, Me Martine SCHAEFFER, civil law notary residing in Luxembourg
declare that the signature is the true signature of Christophe Oliveira

Luxembourg, the 21.01. 2009.



Me Martine Schaeffer
Civil law notary



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MEGARGY LICENSING LIMITED
LIABILITY COMPANY, acting
through its Luxembourg branch

By: C. Horvath-Lock Zsina
Name: Dr. Zsina Horvath-Lock
Title: Chairperson of the Board of
Managing Directors

*Signature Page to Acquired Hungary Trademark
Purchase and Assumption Agreement*

TRADEMARK
REEL: 003926 FRAME: 0430



Dr. Tóth Ádám és Dr. Gáspár Edina Közjegyzői Iroda -----
Dr. Tóth Ádám közjegyző e-mail: notar@notar.hu -----
1092 Budapest Ráday u. 34. I. em. 8., tel: 1-476-0270, 1-476-01-58, fax: 1-476-02-71 -----

File No.: 11063/H/285/2009
(licence to act in English No.: IM/IGKOD/2005/KÖZJ/3006)

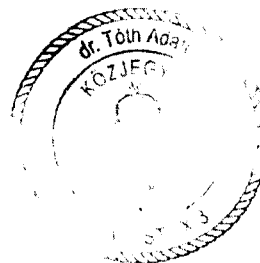
---I, the undersigned Notarysubstitute, do hereby certify that the present document attached hereto was signed in my presence by **Dr. Horváth-Cook, Szilvia** (born on the 25th March 1970 in Budapest in Hungary, mother's maiden name: Krázel, Zsuzsanna Judit), Hungarian citizen, domiciled at 1132 Budapest, Gyöngyház utca 5. fsz. 2 a., who established her identity by the Hungarian Passport No.: ZJ585856, and by the Address Card No.: 941614 JL presented before me. -----


---I, the undersigned Notarysubstitute, do further certify that **Dr. Horváth-Cook, Szilvia**, who established her power of representation by the Extract of the Commercial Register, is entitled to sign *jointly* in the name of **Megargy Licencia Hasznosító Korlátolt Felelősségű Társaság** (registered seat: 2039 Pusztazámor, Petőfi Sándor utca 27.; registered under number: Cg.13-09-111895). -----

---The Client hereby acknowledges the warning of the Notarysubstitute, that the Notarysubstitute does not examine the content of the document and this notarization proves only the authenticity of the signature but does not prove the right therefore and obligations determined or referred in the notarized document.-----

---The Client hereby acknowledges the warning of the Notarysubstitute about the provisions of Section 122 (2)-(10) of Act XLI. of 1991. on public notaries, that is, of the regulation of on-line verification of clients' personal data. The Notarysubstitute has duly and in advance informed the party concerned with the procedure of identity-control about the purpose and method thereof, and the personal data affected by it; about the obligation of the Notary to refuse notarial involvement, and his duty of notification prescribed in Section 122 (8) of Act XLI. of 1991. on public notaries; and furthermore, about the procedure of handling with respect to the personal data thus obtained. The acting Notarysubstitute hereby informs the Client that the verification of his/her personal data through the on-line database has taken place prior to the execution of the present notarial certificate. -----

---Dated at Budapest, this 21st (twenty-first) day of January in the year of 2009 (two thousand and nine)-----




dr. Máté Viktor
Notarysubstitute

BROTADURA ZRT

By: Legény István
Name: Legény István
Title: Executive Director

*Signature Page to Acquired Hungary Trademark
Purchase and Assumption Agreement*

TRADEMARK

REEL: 003926 FRAME: 0432



Dr. Tóth Ádám és Dr. Gáspár Edina Közjegyzői Iroda -----
Dr. Tóth Ádám közjegyző e-mail: notar@notar.hu -----
1092 Budapest Ráday u. 34. I. em. 8., tel: 1-476-0270, 1-476-01-58, fax: 1-476-02-71 -----

File No.: 11063/H/284/2009
(licence to act in English No.: IM/IGKOD/2005/KÖZJ/3006)

---I, the undersigned Notarysubstitute, do hereby certify that the present document attached hereto was signed in my presence by Ms. **Legeza István Mihályné** (born Molnár, Éva born on the 16th December 1955 in Hódmezővásárhely in Hungary, mother's maiden name: Kovács, Rozália Erzsébet), Hungarian citizen, domiciled at Budapest V. kerület, Március 15. tér 7. II. em. 1., who established her identity by the Hungarian Identity Card No.: AH 542945 presented before me.-----

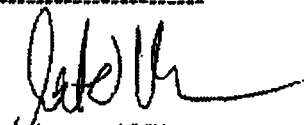
---I, the undersigned Notarysubstitute, do further certify that Ms. **Legeza István Mihályné**, who established her power of representation by the Extract of the Commercial Register, is entitled to sign *solely* in the name of **Brotadura Vagyonkezelő Zártkörűen Működő Részvénytársaság** (registered seat: 2724 Újlengyel, Petőfi Sándor u 40; registered under number: Cg.13-10-041034).-----

---The Client hereby acknowledges the warning of the Notarysubstitute, that the Notarysubstitute does not examine the content of the document and this notarization proves only the authenticity of the signature but does not prove the right therefore and obligations determined or referred in the notarized document.-----

---The Client hereby acknowledges the warning of the Notarysubstitute about the provisions of Section 122 (2)-(10) of Act XLI. of 1991. on public notaries, that is, of the regulation of on-line verification of clients' personal data. The Notarysubstitute has duly and in advance informed the party concerned with the procedure of identity-control about the purpose and method thereof, and the personal data affected by it; about the obligation of the Notary to refuse notarial involvement, and his duty of notification prescribed in Section 122 (8) of Act XLI. of 1991. on public notaries; and furthermore, about the procedure of handling with respect to the personal data thus obtained. The acting Notarysubstitute hereby informs the Client that the verification of his/her personal data through the on-line database has taken place prior to the execution of the present notarial certificate.-----

---Dated at Budapest, this 21st (twenty-first) day of January in the year of 2009 (two thousand and nine)-----




Dr. Máté Viktor
Notarysubstitute

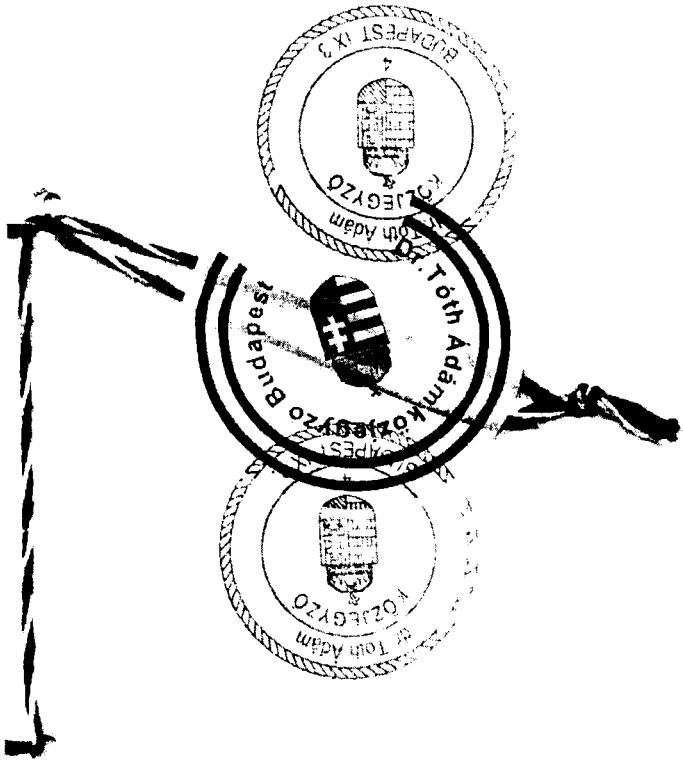
TRADEMARK

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SCHEDULE I

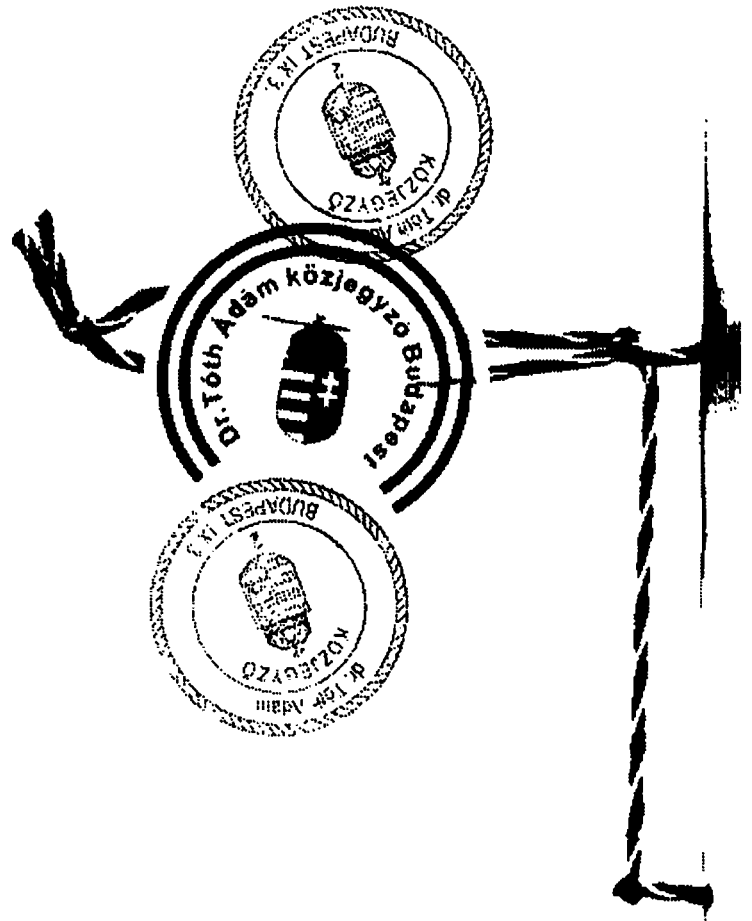
ACQUIRED HUNGARY TRADEMARK ASSETS

Trademark	Country	App. No.	Reg. No.	Exp. Date
AMAZIN' BITES	UNITED STATES	77/232988	N/A	N/A
BUNCH O'BITES	UNITED STATES	77/232980	N/A	N/A
COACH & FOUR Design	UNITED STATES	72/238317	827257	April 11, 2017
COACH & FOUR Design	UNITED STATES	71/623487	565109	October 7, 2012
D'ITALIANO	UNITED STATES	73/334016	1265871	January 31, 2014
D'ITALIANO REAL ITALIAN BREAD AND DESIGN	UNITED STATES	74/259263	1733390	November 17, 2012
DUTCH COUNTRY (stylized)	UNITED STATES	72/444417	968304	September 11, 2013
MAIER'S DESIGN	UNITED STATES	74/086515	1655695	September 3, 2011
NOOKS & CRANNIES	UNITED STATES	76/115473	2614090	September 3, 2012
SAHARA	UNITED STATES	72/273313	853756	July 30, 2008
THE ORIGINAL THOMAS ENGLISH MUFFINS & Design	UNITED STATES	73/349017	1249968	August 30, 2013
THOMAS'	UNITED STATES	72/238318	827258	April 11, 2017
THOMAS'	UNITED STATES	71/226313	215997	August 3, 2016
THOMAS' COACH & FOUR PLAQUE DESIGN & COLOUR	UNITED STATES	78/804603	3349935	December 4, 2017
THOMAS' HEARTY GRAINS	UNITED STATES	78/678968	3195196	January 2, 2017
TOAST-R-CAKES	UNITED STATES	72/033580	684234	August 25, 2009
TOAST-R-CAKES	UNITED STATES	72/151791	762418	December 31, 2013
Thomas orange color common law trade dress	UNITED STATES	N/A	N/A	N/A
THOMAS'	UNITED STATES	76/120799	2597085	July 23, 2008



TRADEMARK

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TRADEMARK