

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
Baudelio Trevino Chapa		03/31/2009	INDIVIDUAL: MEXICO
RECEIVING PARTY DATA			
Name:	Interex Corp.		
Street Address:	222 W. Las Colinas Blvd.		
Internal Address:	Suite 1730		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3211017	TRECHAS BRAND	
Registration Number:	2319316	TRECHAS BRAND	
CORRESPONDENCE DATA			
Fax Number:	(214)969-1751		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-969-1700		
Email:	deborah.lively@tklaw.com		
Correspondent Name:	Deborah L. Lively, Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	512194.000002		
NAME OF SUBMITTER:	Deborah L. Lively		

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**TRADEMARK
 REEL: 003980 FRAME: 0244**

Signature:	/deborah l. lively/
Date:	04/02/2009
Total Attachments: 5 source=7 Assignment of US Trademarks -Executed#page1.tif source=7 Assignment of US Trademarks -Executed#page2.tif source=7 Assignment of US Trademarks -Executed#page3.tif source=7 Assignment of US Trademarks -Executed#page4.tif source=7 Assignment of US Trademarks -Executed#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of March 31, 2009, is made by and between BAUDELIO TREVIÑO CHAPA ("Assignor"), a Mexican citizen, and INTEREX CORP., a Texas corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns, has adopted and is using the trademarks set forth on Schedule "I" to this Agreement, which is attached hereto and incorporated herein for all purposes (the "Marks"); and

WHEREAS, Assignor and Assignee (as well as MarketSol Group, L.L.C.) are parties to that certain Asset Purchase Agreement dated as of March 31, 2009 (the "Asset Purchase Agreement"), under which all rights in Assignor's and MarketSol Group, L.L.C.'s business to which the Marks pertain were transferred to Assignee; and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

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

1. Pursuant to the Asset Purchase Agreement, Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor's right, title and interest in and to the Marks, registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. Assignor hereby covenants and agrees to assist and cooperate fully with Assignee to enable Assignee to enjoy to the fullest extent all right, title and interest herein conveyed in the Marks and shall cooperate and assist Assignee, upon request, with any litigation, claim, controversy or challenge related to the Marks, which cooperation and assistance shall be at Assignee's expense, except to the extent such litigation, claim, controversy or challenge relates to the ownership of the Marks prior to Closing, the validity of the Marks or any claim that the Marks infringe on the intellectual property rights of third parties, Assignor's breach of any representation or warranty under this Agreement or the Asset Purchase Agreement, and/or Assignor's responsibility, requirement or duty to indemnify Assignee under this Agreement or the Asset Purchase Agreement. Assignor acknowledges and agrees that any defense provided pursuant to this Section 2, whether at Assignor's or Assignee's cost, shall be controlled by Assignee and shall be conducted by counsel chosen by Assignee, in its sole discretion. Assignor further covenants and agrees to cooperate with and assist Assignee in any manner necessary to release and transfer the Marks to Assignee, particularly by completing any procedures or documents set forth by the United States Patent and Trademark Office

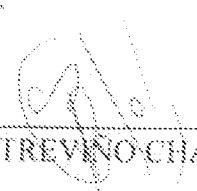
that are necessary to transfer the Marks to Assignee.

3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNOR:


.....
BAUDELIO TREVINO CHAPA

ASSIGNEE:

INTEREX CORP.

By:
Gerardo Galvan, President

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNOR:

BAUDELIO TREVIÑO CHAPA

ASSIGNEE:



INTEREX CORP

By:

Gerardo Galvan, President

SCHEDULE "I"

U.S. Registrations

Mark	U.S. Reg. No.	Reg. Date	Class/Goods
	3,211,017	2/20/2007	Class: 30 Chips, namely, tortilla and corn chips; salsa, chili sauce; and sauces
	2,319,316	2/15/2007	Class: 31 Agricultural products consisting of fresh fruits and vegetables

Common Law Mark

