

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
Servicios Corporativos Arca, S.A. de C.V.		07/29/2009	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	Nacional de Alimentos y Helados, S.A. de C.V.		
Street Address:	Avenida San Pedro Sur No. 200, Col. Norberto Aguirre		
City:	Santa Catarina, N.L.		
State/Country:	MEXICO		
Postal Code:	66367		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77401322	MAZAPAN AZTECA HECHO EN MEXICO	
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:	512194.000003		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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**TRADEMARK
 REEL: 004034 FRAME: 0716**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Deborah L. Lively
Signature:	/deborah l. lively/
Date:	07/30/2009

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of July 22, 2009 (the "Effective Date"), is made by and between Servicios Corporativos Arca, S.A. de C.V. ("Assignor") and Nacional de Alimentos y Helados, S.A. de C.V., a corporation of Mexico ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and owns the application for the mark set forth on Exhibit A to this Agreement (the "Mark");

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

WHEREAS, Assignee is a successor to the portion of Assignor's business to which the Mark pertain;

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

1. Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor's right, title and interest in and to the Mark along with the portion of the business to which the Mark pertains and the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

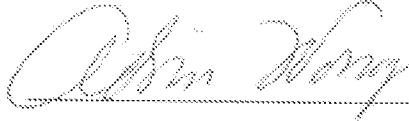
2. This Agreement shall be governed by and construed in accordance with the laws of Texas and the United States of America.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment to be effective as of the Effective Date.

ASSIGNOR:

Servicios Corporativos Arca, S.A. de C.V.

By: 

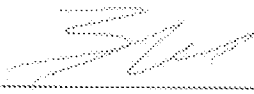
Name: Adnan Wong

Title: Attorney-in-fact

Date: July 29, 2009

ASSIGNEE:

Nacional de Alimentos y Helados, S.A. de C.V.

By: 


Name: EMILIO MARCOS

Title: ATTORNEY-IN-FACT

Date: July 28, 2009



EXHIBIT A

Country	Mark	Ser. No.	Int'l Class	Goods/Services
U.S.		77/401322	30	Marzipan

