

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Senor Snacks, Inc.		04/08/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Interex Corp.
<b>Street Address:</b>	222 W. Las Colinas Blvd.
<b>Internal Address:</b>	Suite 1730
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3244821	PEPE-PITAS
Registration Number:	3244803	PEPE-PITAS
Registration Number:	3100741	RICACHONES
Registration Number:	3173482	PICACHONES
Registration Number:	3162031	SEÑOR SNACKS
Registration Number:	3162035	LA ABEJA DESDE 1976
Registration Number:	3148202	SÍ SEÑOR
Registration Number:	3098277	SI SENOR
Registration Number:	2781146	LEMON PEANUTS
Registration Number:	2774513	CHILOSITOS
Registration Number:	2807714	LA ABEJA
Registration Number:	2807713	SI SENOR
Serial Number:	77966525	RIELITOS

**CH \$415.00 3244821**

**900188786**

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Serial Number:	85125449	DONITAS
Serial Number:	85152120	NERITOS
Serial Number:	85152128	PEÑITOS

**CORRESPONDENCE DATA**

Fax Number: (214)969-1751  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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, TENNESSEE 75201

ATTORNEY DOCKET NUMBER:	512194.000002
NAME OF SUBMITTER:	Deborah L. Lively
Signature:	/deborah l. lively/
Date:	04/08/2011

**Total Attachments: 3**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), effective as of February 28, 2011, is made by and between Señor Snacks Holding, Inc., Señor Snacks Manufacturing, Ltd., and Señor Snacks Inc. (all collectively, "Assignor") and Interex Corp., a Texas corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has adopted and used and/or has registered or applied to register the trademarks and service marks set forth on Exhibit A to this Agreement (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into and effective on February 4, 2011, under which all rights in Assignor's business to which the Marks pertain, and the Marks themselves, were, effective at the Closing held on February 28, 2011, transferred to Assignee (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof as more specifically set forth in this Assignment.

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

1. Pursuant to that certain Asset Purchase Agreement entered into between the parties hereto and effective as of February 4, 2011, Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally take all reasonable actions to vest title to the Marks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Marks.

3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, the parties hereto. It is agreed that facsimile signatures and electronically transmitted copies of this Assignment are effective.

4. 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 to follow.]

*AF*

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

Assignor

Senor Snacks Holdings, Inc.

By: [Signature]

Name: Brian Ascarelli

Title: Chairman

Dated: 4/8/11

Senor Snacks Manufacturing, Ltd.

By: [Signature]

Name: Brian Ascarelli

Title: Chairman

Dated: 4/8/11

Senor Snacks Inc.

By: [Signature]

Name: Brian Ascarelli

Title: Chairman

Dated: 4/8/11

Assignee

Interex Corporation

By: [Signature]

Name: Angel M. Flores

Title: General Manager

Dated: 4/4/11

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AF  
4/4/11

**EXHIBIT A**

**UNITED STATES REGISTRATIONS**

MARK	REG. NO.	REG. DATE	CLASS
PEPE-PITAS	3244821	5/22/2007	29
PEPE-PITAS	3244803	5/22/2007	29
RICHACHONES	3100741	6/6/2006	30
PICACHONES	3173482	11/21/2006	30
SEÑOR SNACKS & Design	3162031	10/24/2006	29 & 30
LA ABEJA DESDE 1976 & Design	3162035	10/24/2006	29
SI SEÑOR & Design	3148202	9/26/2006	29 & 30
SI SEÑOR	3098277	5/30/2006	29
LEMON PEANUTS	2781146	11/11/2003	29
CHILOSITOS	2774513	10/21/2003	29
LA ABEJA	2807714	1/27/2004	29
SI SEÑOR	2807713	1/27/2004	30

**UNITED STATES PENDING APPLICATIONS**

MARK	SER NO.	FILING DATE	CLASS
RELITOS	77966525	3/23/2010	30
DONITAS	85125449	9/8/2010	30
NERITOS	85152120	10/13/2010	29
PENITOS	85152128	10/13/2010	29

**COMMON LAW MARKS**

Mark
CHARRITOS
MUCHO CHEESE
PICA HABAS
RUEDITAS
CRUNCHY PEANUTS
PICANTE PEANUTS
ASSORTED NUTS
DONITAS LIMON
DONITAS CHILE
CRACKLIN
FIESTA TRAY
BOTANA MIX LIMON
SURTIDO DISPLAY
LA ABEJA CACAHUATES
CHICHARONES
LA ABEJA DESDE
PICA HABAS
LA ABEJA CACAHAUTES

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