

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
Albuquerque Tortilla Company, Inc.		04/16/2011	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Gruma Corporation		
Street Address:	1159 Cottonwood Lane		
Internal Address:	Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85280508	ALBUQUERQUE TORTILLA COMPANY	
Serial Number:	85280494	ALBUQUERQUE TORTILLA COMPANY INC. FULL LINE OF MEXICAN FOODS 4300 ALEXANDER BLVD. NE ALBUQUERQUE, N.M. 87107 505-344-4011	
CORRESPONDENCE DATA			
Fax Number:	(214)969-1751		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	katie.newgent@tklaw.com		
Correspondent Name:	Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	022027.000194		
NAME OF SUBMITTER:	Katie Newgent		

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Signature:	/katie newgent/
Date:	04/28/2011
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of April 16, 2011 (the "Effective Date"), by Albuquerque Tortilla Company, Inc., a New Mexico corporation ("Assignor"), and by Gruma Corporation, a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, in connection with that certain Asset Purchase Agreement dated of even date herewith, by and among Assignee, Assignor, Luther Martinez and Rosella Martinez (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all right, title and interest in and to all trademarks, service marks, trade names, and logos used in association with Assignor's business, including without limitation the marks listed on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignee desires to obtain all right, title and interest in the Trademarks according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the promises, the mutual promises and agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks, and, subject to any limitations set forth in the Purchase Agreement, the right to sue for, settle or release any past, present or future infringement of the Trademarks.

2. Assistance. From time to time, as and when requested by any 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 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 Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.

3. Counterparts. 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. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

ALBUQUERQUE TORTILLA COMPANY, INC.

By: 

Luther Martinez, President

ASSIGNEE:


GRUMA CORPORATION

By: 

Rafael Cob, Vice President

EXHIBIT A

Pending Federal Marks

Country	Owner	Mark	Serial No.	Goods/services
U.S.	Albuquerque Tortilla Company, Inc.	ALBUQUERQUE TORTILLA COMPANY	85/280508	Class 29: processed chile peppers; pork rinds Class 30: flour tortillas; corn tortillas; chile powder; chiles rellenos; masa for tamales; tamales; dried peppers, namely chile pods; processed corn, namely, posole; spices; salsa; taquitos; burritos; enchiladas Class 43: food preparation services; take out food services
U.S.	Albuquerque Tortilla Company, Inc.		85/280494	Class 29: processed chile peppers; pork rinds Class 30: flour tortillas; corn tortillas; chile powder; chiles rellenos; masa for tamales; tamales; dried peppers, namely chile pods; processed corn, namely, posole; spices; salsa; taquitos; burritos; enchiladas Class 43: food preparation services; take out food services

Original Common Law Marks


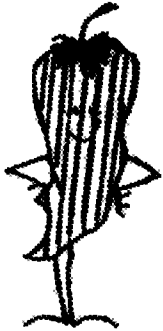

Owner	Mark
Albuquerque Tortilla Company, Inc.	ALBUQUERQUE TORTILLA COMPANY
Albuquerque Tortilla Company, Inc.	
Albuquerque Tortilla Company, Inc.	 <p>(striping indicates the color red)</p>
Albuquerque Tortilla Company, Inc.	 <p>(striping indicates the color green)</p>

EXHIBIT A
TRADEMARK ASSIGNMENT

TRADEMARK
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Albuquerque Tortilla Company, Inc.	WE'RE NOT JUST A TORTILLA COMPANY ANYMORE!
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New Common Law Marks



Albuquerque Tortilla Company, Inc.	 <p align="center"><i>Authentic New Mexican Cuisine</i></p>
Albuquerque Tortilla Company, Inc.	

EXHIBIT A
TRADEMARK ASSIGNMENT

TRADEMARK
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Albuquerque Tortilla Company, Inc.



EXHIBIT A
TRADEMARK ASSIGNMENT