

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Jugos del Valle S.A.P.I. de C.V.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Mexico  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 1, 2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: The Coca-Cola Company

Internal

Address: \_\_\_\_\_

Street Address: One Coca-Cola Plaza

City: Atlanta

State: Georgia

Country: U. S. A. Zip: 30313

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Delaware  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,110,648

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BARRILITOS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pamela C. Mallari

Internal Address: \_\_\_\_\_

Street Address: One Coca-Cola Plaza

City: Atlanta

State: Georgia Zip: 30313

Phone Number: 404 676 3244

Fax Number: 404 598 3244

Email Address: Pamallari@na.ko.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

Deposit Account Number 032325

Authorized User Name Jolene Denton

9. Signature:

Jolene Denton  
Signature

Jolene Denton

Name of Person Signing

May 12, 2011  
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## EXECUTION VERSION

### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into effective as of January 1, 2009, by and between Jugos del Valle S.A.P.I. de C.V., a corporation organized and existing under the laws of Mexico ("Assignor"), and The Coca-Cola Company, a corporation organized and existing under the laws of the state of Delaware, the United States of America ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade dress, trade names, brand names, slogans, logos, and other similar source or origin indicators, whether registered or unregistered, including those listed on Schedule 1 attached hereto and incorporated herein by reference, and all registrations and applications for registration thereof, and all goodwill related thereto (the "Assignor Trademarks").

WHEREAS, Assignor is the owner of, or has the right to use, certain formulae, ingredient lists, blends, mixing instructions and processes used in or to manufacture certain beverage products, including products sold under the Assignor Trademarks (the "Formulae").

WHEREAS, Assignee desires to acquire and accept from Assignor, and Assignor desires to transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Assignor Trademarks and the Formulae outside of Mexico.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby acknowledge and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in and to the Assignor Trademarks in the United States, and everywhere in the world except Mexico, including all registrations and applications therefor and all goodwill symbolized by and related to the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringement, dilution, unfair competition, or misappropriation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assignor Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor further hereby assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in and to the Formulae throughout the universe, except in Mexico including all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Formulae, for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Notwithstanding the foregoing Assignee acknowledges that the only registered trademark being transferred is identified on Schedule 1 hereto.

2. Consideration.

3. Complete List. Assignor hereby represents and warrants to Assignee that Schedule 1 sets forth a true and complete list of all registrations owned by Assignor in the United States that relate to Assignor Trademarks.

4. Further Assurances. Assignor agrees that it will not use the Trademarks or any confusingly similar trademarks after the date hereof outside of Mexico, unless authorized by Assignee to do so in a separate written instrument. In the event of a breach or threatened breach of this Section 4, great loss and irreparable damage will be suffered by Assignee, which will not be fully compensable in money damages alone. Accordingly, Assignee will, in addition to all other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without the requirement to post bond as a condition of such relief. Assignor agrees that to the extent its interest in the trademarks resides, or is subsequently discovered to reside, in any of its subsidiaries, it will cause such subsidiary to assign all of its right, title and interest in such trademarks to Assignee.

5. Representations and Warranties. Assignor hereby represents and warrants to Assignee that during the period from November 7, 2007 to April 1, 2008, to Assignor's Knowledge (as such term is used in the Stock Purchase Agreement by and between Assignor and Assignee effective as of October 1, 2008), (i) the Assignor Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Assignor Trademarks; (ii) there is no infringement of the Assignor Trademarks by any third party; (iii) no claim has been made that the use of any of the Assignor Trademarks does or may violate the rights of any third party, and there is no infringement by Assignor of the intellectual property rights of others as such relates in any manner to the Assignor Trademarks; and (iv) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assignor Trademarks.

6. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Additional Documents. Assignor hereby agrees to execute, upon the request of

Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee in and to the Assignor Trademarks and the Formulae under or to otherwise effectuate the intent of this Assignment, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, appropriate domain name registrars, and any other appropriate foreign or international office or registrar. As a result of the Assignor Trademarks being registered brands under Grupo Embotellador Barrilitos, Assignor further agrees to make all necessary filings to evidence its ownership of the Assignor Trademarks as a successor by merger.

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas as to contract matters and the federal trademark laws of the United States as to trademark matters. In the event of litigation arising under or relating to this Agreement, the parties explicitly consent to the jurisdiction of the federal courts seated in Harris County, Texas, United States of America.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the matters addressed herein and can only be amended in a writing executed by each of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers effective as of the date first set forth above.

ASSIGNOR

JUGOS DEL VALLE S.A. P.I. de C.V.

By

Name: GERARDO JUAREZ

Title: RE. FINANZAS & ADMON

Date: 21/01/08

ASSIGNEE

THE COCA-COLA COMPANY

By

Name:

Title:

Date:

TRADEMARK

REEL: 004540 FRAME: 0491

IN WITNESS WHEREOF, the Assignor and Assignee have caused this  
Assignment to be executed and delivered by their duly authorized officers effective as of  
the date first set forth above.

**ASSIGNOR**

JUGOS DEL VALLE S.A.P.I. de C.V.

By \_\_\_\_\_

Name:

Title:

Date:

**ASSIGNEE**

THE COCA-COLA COMPANY

By *MDX* *gn*

Name:

Title:

Date:

Schedule 1

Assignor Trademarks

Country	Trademark	Registration/Application Number
United States	BARRILITOS	1,110,648

Domain Name	Registrar