

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bimbo Hungria Zrt | | 01/01/2011 | CORPORATION: HUNGARY |
| RECEIVING PARTY DATA | | | |
| Name: | Grupo Bimbo, S.A. B. de C.V. | | |
| Street Address: | No. 1000, Col. Pena Blanca Santa Fe | | |
| Internal Address: | Prolongacion Paseo De La Reforma | | |
| City: | Mexico City | | |
| State/Country: | MEXICO | | |
| Postal Code: | 01210 | | |
| Entity Type: | CORPORATION: MEXICO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77956447 | FIBER GOODNESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)321-4200 | | |
| Phone: | 312-321-4200 | | |
| Email: | officeactions@brinkshofer.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Scott J. Slavick | | |
| Address Line 1: | P. O. Box 10395 | | |
| Address Line 4: | Chicago, ILLINOIS 60610 | | |
| ATTORNEY DOCKET NUMBER: | 14250 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |

CH \$40.00 77956447

900204395

**TRADEMARK
 REEL: 004640 FRAME: 0059**

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Scott J. Slavick

Signature:

/Scott J. Slavick/

Date:

10/11/2011

Total Attachments: 6

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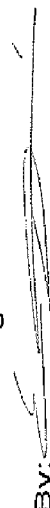
Schedule B
"Intent To Use Marks"

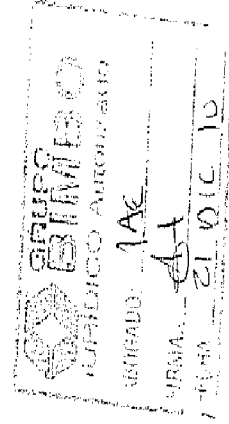
| Mark | Serial No. | Goods |
|------------------------|-------------------|-----------------|
| BAGEL CRUNCHERS | 85/035,280 | Bakery products |
| FIBER GOODNESS | 77/956,447 | Bakery products |
| MUFFIN THINS | 85/104,981 | Bakery products |
| HOME BAKERY | 85/133,785 | Bakery products |
| PRETZ-A-BAGELS | 85/155,691 | Bakery products |
| THOMAS' PRETZ-A-BAGELS | 85/162,243 | Bakery products |
| BREAKFAST THINS | 77/798,540 | Bakery products |

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



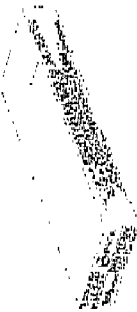


1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Federal Marks, together with the goodwill of the business symbolized by the Federal Marks, and the applications and registrations thereof.
2. Assignor hereby sells, assigns, transfers and conveys unto Assignee all right, title and interest in and to the Copyright Works, including but not limited to the right to collect past royalties, the right to pursue legal actions for past infringements of the Copyright Works and related damages, and the right to seek federal copyright registration of the Copyright Works.
3. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Intent To Use Marks, together with the goodwill of the business symbolized by the Intent To Use Marks, and the applications and registrations thereof, automatically upon Assignor's first use of each respective Intent To Use Mark in commerce.
4. Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment.
5. Assignor further acknowledges that included in this assignment is the right to bring suit to enforce any of: (1) the Federal Marks; (2) the Copyright Works; (3) the Intent To Use Marks; and (4) the Additional Intellectual Property against activities that occurred before the date of this Agreement.
6. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Additional Intellectual Property, together with the goodwill of the business symbolized by the common law trademarks and trade dresses.
7. This Agreement is made in and shall be governed by the laws of the United States of America, specifically; this Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania.
8. This Agreement represents the entire understanding between the parties and supersedes and replaces any and all prior agreements relating to the assignment of Assignor's intellectual property between the parties. This Agreement may not be amended except by a written document signed on behalf of each party by its authorized representatives.


~~Bimbo Hungria Zrt.~~
BY: 
Name: VICTOR SAKODA CORREA
Title: DIRECTOR
Dated effective as of: JANUARY 01, 2011

Bimbo Hungria Zrt
BY: 
Name: DANIEL SANO
Title: DIRECTOR
Dated effective as of: JANUARY 01, 2011



Schedule A
"The Federal Marks"

| Mark | Registration No. or Serial No. | Goods |
|--|---------------------------------------|---|
| THOMAS'  | 215,997 565,109 | Bread Muffins and Bread |
| Toast-r-Cakes | 684,234 | Muffins or cakes designed to fit and be toasted in the ordinary toaster |
| Toast-r-Cakes | 762,418 | Muffins or cakes designed to fit and be toasted in the ordinary toaster |
|  | 827,257 | Cakes |
| THOMAS' SAHARA | 827,258 853,756 | Muffins and cakes Bakery products-namely, bread |
| Dutch Country  | 968,304 1,249,968 | Bakery products-namely, bread and fruit cake Muffins |
| D'ITALIANO  | 1,265,871 1,655,695 | Bread, rolls and buns Bread and rolls |
|  | 1,733,390 | Bakery products; namely, bread |
| NOOKS & CRANNIES THOMAS' HEARTY GRAINS | 2,614,090 3,195,196 | English muffins Muffins |

| | | |
|---|------------|------------------------------------|
|  | 3,349,935 | Bagels, breads and English muffins |
| BAGEL HOLES | 3,427,797 | Bakery goods |
| BETTER START | 3,810,861 | Bakery products |
| BAGEL THINS | 77,798,364 | Bakery products |
| THOMAS' BAGEL THINS | 85,175,717 | Bakery products |
| CRUSTINI | 77,868,537 | Bakery products |

Schedule B
"Intent To Use Marks"

| Mark | Serial No. | Goods |
|------------------------|------------|-----------------|
| BAGEL CRUNCHERS | 85/035,280 | Bakery products |
| FIBER GOODNESS | 77/956,447 | Bakery products |
| MUFFIN THINS | 85/104,981 | Bakery products |
| HOME BAKERY | 85/133,785 | Bakery products |
| PRETZ-A-BAGELS | 85/155,691 | Bakery products |
| THOMAS' PRETZ-A-BAGELS | 85/162,243 | Bakery products |
| BREAKFAST THINS | 77/798,540 | Bakery products |