

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
Tecnica Mexicana de Alimentacion, S.A. de C.V.		03/06/2012	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	Sabormex, S.A. de C.V.		
Street Address:	Calzada de la Viga No. 1214		
City:	Col. Apatlaco, C.P.		
State/Country:	MEXICO		
Postal Code:	09430		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2239229	CAFEMEX	
Registration Number:	2265213	EL MEXICANO	
Registration Number:	1726007	MEXICANO	
CORRESPONDENCE DATA			
Fax Number:	6172890683		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	24844/1		

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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	05/22/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of **March 6, 2012** by and between Sabormex, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico and having a principal place of business at **Calzada de la Viga No. 1214, Col. Apatlaco, C.P. 09430 México D.F.** ("*Assignee*") and Técnica Mexicana de Alimentación, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico and having a principal place of business at **Carretera Cuautitlán Teoloyucan Km 12.8 S/N, Col. San Lorenzo Rio Tenco, C.P. 54713 Cuautitlán Izcalli, Estado de México** ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Assignment Agreement entered into on **March 6, 2012** (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**


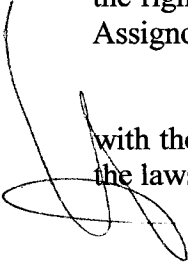
3.1 **Severability.** In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any

reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

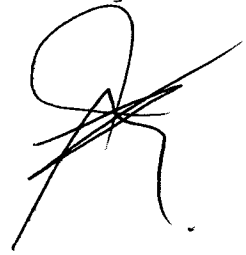
3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, U.S.A, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.



[Signature Page Follows]



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

Sabormex, S.A., de C.V.
a *sociedad anónima de capital variable* organized
under the laws of Mexico

By: _____

Name: Vicente López Abad

Title: Attorney in Fact

By: _____

Name: Jaime Gerardo López Otegui

Title: Attorney in Fact

“Assignor”

Técnica Mexicana de Alimentación, S.A. de C.V.
a *sociedad anónima de capital variable* organized
under the laws of Mexico

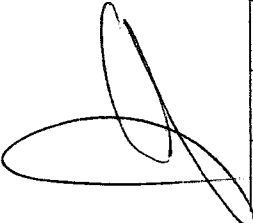
By: _____

Name: José Ramón Fernández Martínez-Gallo

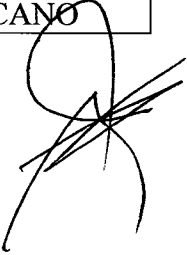
Title: Attorney In Fact

SCHEDULE A

MARKS



U.S. Registration Number	Mark
2239229	CAFEMEX
2265213	EL MEXICANO
1726007	MEXICANO



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