

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
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:	85155691	PRETZ-A-BAGELS	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-321-4200		
Email:	officeactions@brinkshofer.com		
Correspondent Name:	Scott J. Slavick		
Address Line 1:	P.O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	14254/57		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Scott J. Slavick

Signature:

/Scott J. Slavick/

Date:

06/05/2012

Total Attachments: 6

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Assignment of Intellectual Property

WHEREAS, Bimbo Hungria Zrt, a Hungarian corporation, with its principal place of business at Petofi Sandor UTCA 40 Ujlengyel Hungary 2724 ("Assignor"), desires to transfer certain trademarks, copyrights and all of its other intellectual property;

WHEREAS, Grupo Bimbo, S.A. B. de C.V., a Mexican corporation, with its principal place of business at Prolongacion Paseo de la Reforma No. 1000, Col. Pena Blanca Santa Fe Mexico City Mexico 01210 ("Assignee"), desires to acquire certain trademarks, copyrights and all of Assignor's other intellectual property;

WHEREAS, Assignor has adopted, owns and is using a number of trademarks for which Assignor owns the identified federal applications and registrations for the goods and services identified therein (the "Federal Marks"), listed on Schedule A;

WHEREAS, Assignee desires to acquire the Federal Marks and the respective federal applications and registrations based thereon;

WHEREAS, Assignor is the sole owner of all worldwide right, title and interest, including all copyrights, in several copyrights (the "Copyright Works");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Copyright Works;


WHEREAS, Assignor has applied to register a number of trademarks based on Assignor's bona fide intent to use the trademarks in commerce for which Assignor owns the identified federal applications for the goods and services identified therein (the "Intent To Use Mark" when referenced singularly and "The Intent To Use Marks" when referenced together), listed on Schedule B; and

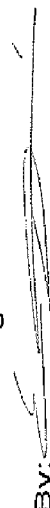
WHEREAS, once Assignor makes its first use in commerce of each trademark referenced as one of the Intent To Use Marks, Assignee desires to acquire the Intent To Use Mark and the respective federal application or registration based thereon.

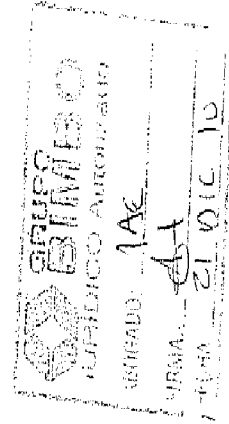
WHEREAS, Assignee wishes to acquire any and all remaining intellectual property currently owned by Assignor, not referenced above as: (1) the Federal Marks; (2) the Copyright Works; and (3) the Intent To Use Marks, including but not limited to, any and all inventions, innovations, improvements, developments, methods, designs, analyses, network programming and configuration, other programming and configuration, documentation, technology, hardware, hardware design and layout, hardware configuration, software code (both object and source code) drawings, reports, common law trademarks and trade dresses together with the goodwill of the business symbolized by the common law trademarks and trade dresses, schematics, and all similar or related information (whether or not patentable or copyrightable) and all associated intellectual property rights, including trade secrets, copyrights, patents or patentable information, mask works and other intellectual property that relate to Assignor's actual or anticipated business, research and development or existing or future products or services and, which are conceived, developed, designed, made, or reduced to practice by Assignor and all derivations, adaptations, modifications, or compilations thereto (the "Additional Intellectual Property").

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



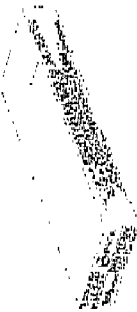


1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Federal Marks, together with the goodwill of the business symbolized by the Federal Marks, and the applications and registrations thereof.
2. Assignor hereby sells, assigns, transfers and conveys 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