

## 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
PB-CDO, LLC		08/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gruma Corporation		
Street Address:	1150 Cottonwood Lane		
Internal Address:	Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2034371	CASA DE ORO	
Registration Number:	2936626	CASA DE ORO	
Registration Number:	3006254	CASA DE ORO	
Registration Number:	3204282	CASA DE ORO	
Registration Number:	2258873	MAMACITA'S	
CORRESPONDENCE DATA			
Fax Number:	2149531121		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2148807002		
Email:	jccone@hitchcockevert.com		
Correspondent Name:	John Cone Hitchcock Evert LLP		
Address Line 1:	PO Box 131709		
Address Line 4:	Dallas, TEXAS 75313-1709		

OP \$140.00 2034371

NAME OF SUBMITTER:	John M. Cone
Signature:	/johnmcone/
Date:	08/15/2012
<b>Total Attachments: 4</b> source=120515 Assignment of CASA DE ORO marks#page1.tif source=120515 Assignment of CASA DE ORO marks#page2.tif source=120515 Assignment of CASA DE ORO marks#page3.tif source=120515 Assignment of CASA DE ORO marks#page4.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective as of August 26, 2011 (the "Effective Date"), by PB-CDO, LLC, a Delaware limited liability company formerly known as Casa de Oro Foods LLC ("Assignor"), and by Gruma Corporation, a Nevada corporation ("Assignee").

WITNESSETH:

WHEREAS, in connection with that certain Asset Purchase Agreement dated August 25, 2011, by and among Assignee, Assignor, and Plaza Belmont Fund II LLC (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 DELAWARE, 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:**

**PB-CDO, LLC**

By: *Robert J. Paragon*  
Name: *Robert J. Paragon*  
Title: *Vice President*

**ASSIGNEE:**

**GRUMA CORPORATION**

By: \_\_\_\_\_  
Rafael Cob, Vice President

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

ASSIGNOR:

PB-CDO, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

GRUMA CORPORATION


By:  \_\_\_\_\_  
Rafael Cob, Vice President

SIGNATURE PAGE  
TRADEMARK ASSIGNMENT

TRADEMARK  
REEL: 004843 FRAME: 0193

**EXHIBIT A**

**Federally Registered Trademarks owned by Assignor**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class</b>	<b>Goods/Services</b>
CASA DE ORO	2,034,371	January 28, 1997	30	Tortilla chips
CASA DE ORO	2,936,626	March 29, 2005	30	Corn tortillas, flour tortillas, taco shells, and tortilla chips
CASA DE ORO	3,006,254	October 11, 2005	30	Dinner kits comprised primarily of nachos; dinner kits comprised primarily of tacos; dinner kits comprised primarily of fajitas; dinner kits comprised primarily of burritos; dinner kits comprised primarily of enchiladas; dinner kits comprised primarily of tortillas, jelly and peanut butter
CASA DE ORO and Design 	3,204,282	January 30, 2007	30	Dinner kits comprised primarily of nachos; dinner kits comprised primarily of tacos; dinner kits comprised primarily of fajitas; dinner kits comprised primarily of burritos; dinner kits comprised primarily of enchiladas; dinner kits comprised primarily of tortillas, jelly and peanut butter, corn tortillas, flour tortillas, taco shells and tortilla chips
MAMACITA'S	2,258,873	July 6, 1999	30	Tortillas