

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
CARLOS CARRILLO RAMOS		09/12/2012	INDIVIDUAL: MEXICO
RECEIVING PARTY DATA			
Name:	FERNANDO PIÑA FRANCO		
Street Address:	Revolera #5, Col. Hacienda del Tepeyac		
City:	Zapopan, Jalisco		
State/Country:	MEXICO		
Postal Code:	45053		
Entity Type:	INDIVIDUAL: MEXICO		
Name:	CARLOS CARRILLO RAMOS		
Street Address:	Herrera y Cairo NO.1211 Sector Hidalgo		
City:	Guadalajara, Mexico		
State/Country:	MEXICO		
Postal Code:	44100		
Entity Type:	INDIVIDUAL: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4017578	DON FERNANDO T.K.O.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	contacto@promarkmexico.com		
Correspondent Name:	CADENA MIGUEL		
Address Line 1:	AV. LAPISLAZULI NO.2902		
Address Line 4:	GUADALAJARA, JALISCO, MEXICO 44560		

OP \$40.00 4017578

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Carrillo Ramos, Carlos
Signature:	/Carrillo Ramos Carlos CRC/
Date:	10/15/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Agreement is by and between **Carlos Carrillo Ramos** ("Assignor") and **Fernando Piña Franco** and **Carlos Carrillo Ramos** ("Assignees").

WHEREAS, Assignor, is the owner of that certain trademark identified as "DON FERNANDO T.K.O." Serial No. 77859722 (the "Trademark"); and

WHEREAS, Assignees, wish to acquire the entire rights, title, and interest in the Trademark according to the following percentages: 49% **Fernando Piña Franco** and 51% **Carlos Carrillo Ramos**.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignees all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignees the sum of \$ 1.00, payable on August 09, 2010.

3. Representations and Warranties. Assignor represents and warrants to Assignees:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

Carlos Carrillo R

Fernando Piña Franco

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

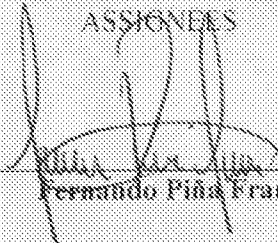
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignees agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

Date: September 12, 2012.

ASSIGNEES




Fernando Piña Franco

ASSIGNOR



Carlos Carrillo Ramos



Carlos Carrillo Ramos

TRADEMARK