

## TRADEMARK ASSIGNMENT

Electronic 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
Alfa Corporativo, S.A. De C.V.		11/15/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Alfa, S.A.B. de C.V.		
Street Address:	Ave. GÃ³mez MorÃ¡n 1111 Sur		
Internal Address:	Col. Carrizalejo		
City:	San Pedro Garza GarcÃ¡a, N.L.		
State/Country:	MEXICO		
Postal Code:	66254		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3755148	A	
Registration Number:	3755147	A	
Registration Number:	3931323	ALFA	
Registration Number:	3758040	ALFA	
Registration Number:	3758039	ALFA	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		

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ATTORNEY DOCKET NUMBER:	13405.0083/SINGER/ASSG/VR
<b>DOMESTIC REPRESENTATIVE</b>	
Name:	Weil, Gotshal & Manges LLP
Address Line 1:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	11/26/2012
Total Attachments: 3 source=Alfa#page1.tif source=Alfa#page2.tif source=Alfa#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated November 15, 2012 (this "Assignment"), is entered into by and between Alfa Corporativo, S.A. De C.V., a Mexican corporation ("Assignor"), and Alfa, S.A.B. de C.V. ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

**WHEREAS**, Assignor wishes to confirm Assignee's ownership of those trademarks and assign to Assignee any right, title and interest that Assignor may have in and to the trademark registrations and trademark applications listed on the attached Schedule A (the "Assigned Trademarks");

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

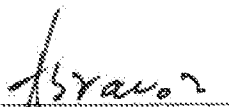
1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The foregoing assignment is, in all events, subject to the Agreement.
3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.
4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware.



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

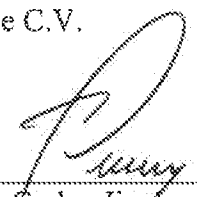
ASSIGNOR:

Alfa Corporativo, S.A. de C.V.

By:   
Name: José Amado Bravo  
Title: Attorney-in-fact

ASSIGNEE:

Alfa, S.A.B. de C.V.

By:   
Name: Carlos Jiménez  
Title: Attorney-in-fact

Schedule A

Trademark	Registration Number
A	3755148
A	3755147
ALFA	3931323
ALFA	3758040
ALFA	3758039