

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTIS OF TEXAS, LLC		08/09/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	LA COSTENA USA, INC.		
Street Address:	8755 South Rita Road		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	85671640	TOTIS DONITAS	
Serial Number:	85671627	TOTIS DONITAS	
Serial Number:	85671619	TOTIS DONITAS	
Serial Number:	85671580	TOTIS DONITAS	
Serial Number:	85067330	TOP-TOP'S	
Registration Number:	3242555	SANTURRONES	
Registration Number:	3245026	TOTIS PALITOS	
Registration Number:	3363872	TOTIS CILINDROS	
Registration Number:	3367141	PASTAS Y PELLETS	
Registration Number:	3225158		
Registration Number:	3225156		
Registration Number:	3225150		
Registration Number:	3225148		
Registration Number:	3187468	TORCI-TOTIS	

TRADEMARK

Registration Number:	3183922	TOTIS
Registration Number:	3183921	TOTIS
Registration Number:	3559108	
Registration Number:	3482407	
Registration Number:	3652726	
Registration Number:	3652692	TOTIS
Registration Number:	3148387	TORCI-TOTIS
Registration Number:	3658890	TOTIS PAP'S
Registration Number:	3533437	GONGOS
Registration Number:	3651694	QUE TOTIS
Registration Number:	2931058	TOTIS

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (213) 683-5627
Email: nancychow@paulhastings.com
Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP
Address Line 2: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	70314.00008
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	11/28/2012

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of August 9, 2012 by and between **TOTIS OF TEXAS, LLC**, a Texas limited liability company, having a principal place of business at 4544 S. Pinemont Drive, Suite 218, Houston, Texas 77041 ("*Assignor*"), and **LA COSTEÑA USA, INC.**, a Delaware corporation, having a principal place of business at 8755 South Rita Road, Tucson, Arizona 85747 ("*Assignee*").

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

NOW, THEREFORE, in consideration of the payment of one million four hundred thousand U.S. dollars (\$1.4 million USD) from Assignee to Assignor, the mutual covenants and agreements set forth below and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Arizona, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

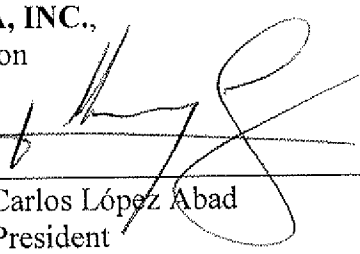
[Signature Page Follows]


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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”


LA COSTEÑA USA, INC.,
a Delaware corporation

By: 
Name: Juan Carlos López Abad
Title: Vice President

By: 
Name: Federico López Otequi
Title: Vice President

“Assignor”


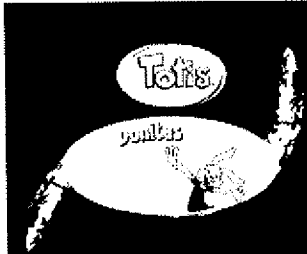
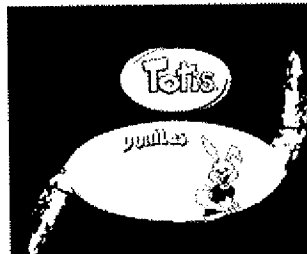
TOTIS OF TEXAS, LLC,
a Texas limited liability company





By: 
Name: Habram Marcelo González Torres
Title: Manager.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]





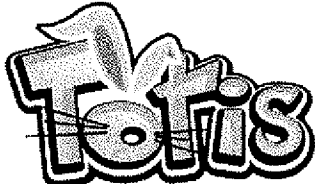


SCHEDULE A


MARKS

<u>Application Number</u>	<u>Registration Number</u>	<u>Mark</u>
85671640	N/A	
85671627	N/A	
85671619	N/A	
85671580	N/A	TOTIS DONITAS
85067330	N/A	TOP-TOP'S
78970574	3242555	SANTURRONES

<u>Application Number</u>	<u>Registration Number</u>	<u>Mark</u>
78970558	3245026	TOTIS PALITOS
78969457	3363872	TOTIS CILINDROS
78922787	3367141	
78906794	3225158	
78906727	3225156	
78906391	3225150	

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<u>Application Number</u>	<u>Registration Number</u>	<u>Mark</u>
78906367	3225148	 
78906329	3187468	
78906291	3183922	
78906249	3183921	
78905921	3559108	
78905858	3482407	

<u>Application Number</u>	<u>Registration Number</u>	<u>Mark</u>
78905820	3652726	
78792999	3652692	TOTIS
78728482	3148387	TORCI-TOTIS
77363974	3658890	TOTIS PAP'S
77363404	3533437	GONGOS
77134720	3651694	QUE TOTIS
76095858	2931058	TOTIS

[Handwritten signatures and scribbles]