

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320017

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	08/16/2009		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARTI'S S.A.		10/14/2014	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARTI'S USA HOLDINGS, LLC		
<b>Street Address:</b>	310 West Commerce		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78205		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3772013	MARTI'S	
<b>Registration Number:</b>	3465368	MARTI'S	
<b>Registration Number:</b>	1866585	MARTI'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	210-978-7477		
<b>Email:</b>	lori.lapidario@haynesboone.com		
<b>Correspondent Name:</b>	William B. Nash		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	46403.2		
<b>NAME OF SUBMITTER:</b>	William B. Nash		
<b>SIGNATURE:</b>	/William B. Nash/		
<b>DATE SIGNED:</b>	10/14/2014		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

WHEREAS, MARTI'S S.A., a corporation organized and existing under the laws of Mexico (hereinafter "Assignor"), whose principal place of business is 310 West Commerce, San Antonio, Texas 78205, is the proprietor of the registered trademarks or trademark applications in the United States, as listed hereto on the attached Exhibit "A" (hereinafter the "Trademarks").

WHEREAS, MARTI'S USA HOLDINGS, LLC, a limited liability company organized and existing under the laws of the State of Texas (hereinafter "Assignee"), with a principal place of business at 310 West Commerce, San Antonio, Texas 78205, is desirous of obtaining the entire right, title and interest in, to and under the same trademarks.

NOW, THEREFORE, effective August 16, <sup>2009</sup>~~2013~~, in consideration of the sum of Ten and No/100 Dollars (\$10.00) to the said Assignor in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby unconditionally and irrevocably sell, assign, transfer and convey unto the said Assignee, its successors, legal representatives and assigns, any and all of Assignor's right, title and interest in, to and under the subject Trademarks, all renewals or reissues thereof, and any applications to register said Trademarks in the United States or any country foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States registration and/or application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, together with the goodwill of the business connected with the use of the subject Trademarks, and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution thereof that may have heretofore accrued in Assignor's favor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor hereby covenants that it has full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

Assignor further covenants and agrees that it will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, execute all renewals, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said Trademarks in all countries.

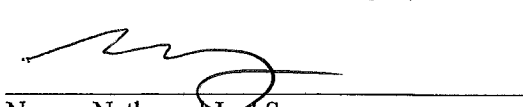
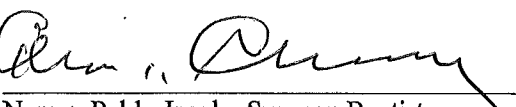
IN TESTIMONY WHEREOF, I hereunto set our hands and seal this 14<sup>th</sup> day of October 2014.

ASSIGNOR:

ASSIGNEE:

MARTI'S S.A.  
A Mexico corporation

MARTI'S USA HOLDINGS, LLC  
A Texas Limited Liability Company



Name: Pablo Jacobo Suneson Bautista  
Title: President, Sole Administrator

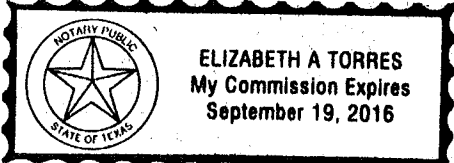
Name: Nathanael Joel Suneson  
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared PABLO JACOBO SUNESON BAUTISTA, in his official capacity as President and Sole Administrator of MARTI'S S.A. (a Mexico corporation), known to me to be the officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such limited liability company for the purposes and consideration therein expressed as the act and deed of said limited liability company, and in the capacity therein stated.

The Notary acknowledges that he/she (1) personally knows the acknowledging person, or (2) evidence of a witness or an identification card or other document was used to identify the acknowledging person.

GIVEN under my hand and seal of office this 14<sup>th</sup> day of October, 2014.  
(Seal)  Elizabeth A. Torres  
Notary Public, State of Texas  
Elizabeth A. Torres  
Printed Name of Notary  
Commission expires 9-19-16

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared NATHANAEL JOEL SUNESON, in his official capacity as Vice President of MARTI'S USA HOLDINGS, LLC (a Texas Limited Liability Company), known to me to be the officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such limited liability company for the purposes and consideration therein expressed as the act and deed of said limited liability company, and in the capacity therein stated.

The Notary acknowledges that he/she (1) personally knows the acknowledging person, or (2) evidence of a witness or an identification card or other document was used to identify the acknowledging person.

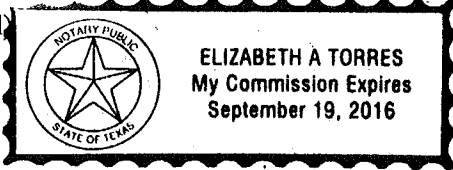
GIVEN under my hand and seal of office this 14<sup>th</sup> day of October, 2014.  
(Seal)  Elizabeth A. Torres  
Notary Public, State of Texas  
Elizabeth A. Torres  
Printed Name of Notary  
Commission expires 9-19-16

EXHIBIT A

U.S. Trademarks

Country	Trademark	Reg. Date	Reg. No.
United States	MARTI'S	April 6, 2010	3772013
United States	MARTI'S	July 15, 2008	3465368
United States	MARTI'S	December 6, 1994	1866585