

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Khaled Nafal		10/15/2014	INDIVIDUAL: UNITED STATES
Marwan Nafal		10/15/2014	INDIVIDUAL: UNITED STATES
Salah Nafal		10/15/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mexico Foods, LLC		
Street Address:	2600 McCree, Suite 100		
City:	Garland		
State/Country:	TEXAS		
Postal Code:	75041		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3089750	EL RANCHO	
Registration Number:	3637554	SUPERMERCADO EL RANCHO	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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>			
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	57371-1		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	10/22/2014		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (this "Assignment") is made and entered into by KHALED NAFAL, MARWAN NAFAL and SALAH NAFAL, all individuals residing in the State of Texas with post office box address at P.O. Box 472586, Garland, Texas 75047 USA and doing business as El Rancho Supermercado (collectively, "Assignors") and MEXICO FOODS, LLC, a Texas limited liability company, with principal offices at 2600 McCree, Suite 100, Garland, Texas 75041 USA ("Assignee").

WHEREAS, Assignors have operated Mexico-themed retail grocery stores using the trade names and trademarks "EL RANCHO", "EL RANCHO SUPER MARKET", "EL RANCHO SUPERMERCADO" and "SUPERMERCADO EL RANCHO" in the State of Texas and in interstate commerce, directly or through their Affiliates who are wholly-owned or commonly controlled entities, since as early as 1998; and

WHEREAS, Assignors are the owners of common law and statutory rights in certain trademarks and trade names set forth in Attachment A attached to and incorporated by reference into this Assignment (collectively, the "Marks");

WHEREAS, in consideration for the issuance of certain unit interests of Assignee to Assignor by Assignee, Assignors desire to transfer all of their ownership interests in and to the Marks to Assignee; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Marks and all of the goodwill associated with the retail grocery store businesses in which the Marks are used, which are on-going and existing.

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby jointly and severally sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Marks, including domestic and foreign rights, including without limitation: (i) all trademarks and all goodwill related to the Marks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Marks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Marks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignors further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. In particular, Assignors will execute documents and take all appropriate and reasonable actions as Assignee may request

necessary to effectuate the transfer of the Marks to Assignee, and to fully perform all covenants contained in this Assignment.

Assignors hereby agree to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignors respecting the Marks and to provide to Assignee all written and electronic documentation in support of their ownership and continuous use of the Marks from the date of first use; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Marks.

For purposes of this Assignment, "Affiliates" means with respect to any individual or entity, any entity directly or indirectly controlling, controlled by, or under common control with, such individual or entity. For purposes of this Agreement, "control" (including with correlative meaning, the terms "controlling" and "controlled by") means, with respect to any entity, the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Assignors' Affiliates shall include, but are not limited to, the following entities: (1) El Rancho Super Market, Inc. (d/b/a Supermercado El Rancho), operating a store located at 8615 Irvington Blvd, Houston, Texas 77022-2301; (2) Pasadena Food Market, LLC (d/b/a El Rancho Supermercado), operating a store located at 1515 S. Buckner Blvd., Suite 301, Dallas, Texas 75217 USA; and (3) Tamaulipas Foods, LLC (d/b/a Supermercado El Rancho) operating a store located at 1515 S. Buckner Blvd., Ste. 301, Dallas, Texas 75217-1760, with a registered office at 2600 McCree, Suite 100, Garland, Texas 75041.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment on October 15, 2014.

ASSIGNEE:

MEXICO FOODS, LLC

By: 
Name: Salah Nafal
Title: President

ASSIGNORS:

By: 
Salah Nafal

By: 
Marwan Nafal

By: 
Khaled Nafal

THE FOREGOING ASSIGNMENT IS ACCEPTED AND AGREED TO BY THE UNDERSIGNED AFFILIATE OF ASSIGNORS AND SUCH AFFILIATE HEREBY ASSIGNS AND CONVEYS TO ASSIGNEE ANY RIGHT, TITLE OR INTEREST, IF ANY, THAT SUCH AFFILIATE MAY HAVE IN THE MARKS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE:

Tamaulipas Foods, LLC
(d/b/a/ Supermercado El Rancho)

By: _____

Salah Nafal, its President

ATTACHMENT A

Marks and Trade Names	U.S. Ser. No. / Common Law	Goods and Services
EL RANCHO EL RANCHO SUPER MARKET EL RANCHO SUPERMERCADO SUPERMERCADO EL RANCHO	Common law	Retail grocery store services Money order services Cash checking services Telegram services Pre-paid phone card services
EL RANCHO SUPERMERCADO	State of Texas Reg. No. 800950358	Retail grocery, including meat market, beer and related services, namely, check cashing
	U.S. Reg. No. 3089750	Retail grocery store services in Class 35
	U.S. Reg. No. 3637554	Retail grocery stores in Class 35