

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
Leona's Foods, Inc.		07/17/2003	CORPORATION: NEW MEXICO

RECEIVING PARTY DATA

Name:	El Encanto, Inc.
Doing Business As:	DBA Bueno Foods
Street Address:	2001 Fourth Street
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87102
Entity Type:	CORPORATION: NEW MEXICO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3018725	LEONA'S
Registration Number:	3069293	LEONA'S
Registration Number:	3062268	LEONA'S DE CHIMAYÓ
Registration Number:	3062267	LEONA'S DE CHIMAYÓ

CORRESPONDENCE DATA

Fax Number: (505)243-2542
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 505-998-1500
Email: jmyers@peacocklaw.com
Correspondent Name: Vidal A. Oaxaca
Address Line 1: Peacock Myers, P.C.
Address Line 2: P.O. Box 26927
Address Line 4: Albuquerque, NEW MEXICO 87125-6927

CH \$115.00 3018725

ATTORNEY DOCKET NUMBER:	30642-1001
NAME OF SUBMITTER:	Vidal A. Oaxaca
Signature:	/Vidal A. Oaxaca/
Date:	06/27/2006
Total Attachments: 6 source=leona's-assign#page1.tif source=leona's-assign#page2.tif source=leona's-assign#page3.tif source=leona's-assign#page4.tif source=leona's-assign#page5.tif source=leona's-assign#page6.tif	

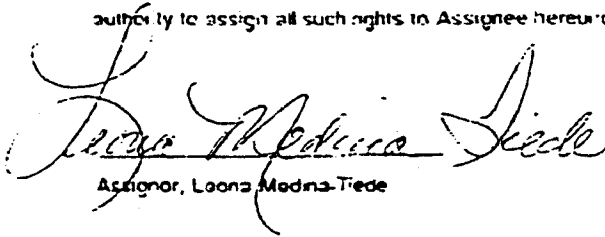
Buena
COPY

ASSIGNMENT

I, Leona Medina-Tiede ("Assignor"), for good and valuable consideration already received or to be received and hereby acknowledged, or if applicable as a gift, do hereby assign to Leona's Foods, Inc. ("Assignee"), all of my interest, right and title in and to the copyrighted work, effective as of August 2, 1993 as follows:

Ristra design, including all derivative works ("Work")

including the right to secure, register, and renew copyrights in the United States and all other countries of the world and the right to sue for past, present, and future infringement of such rights, in the name of Assignee or its designee. Assignor further waives any moral rights, including rights of attribution and integrity, which Assignor may have in the Work. Assignor further agrees to cooperate with Assignee and to execute all documents necessary to secure, register, and renew such rights, and that upon registration of the work a memorandum may be recorded with the U.S. Copyright Office noting the applicability of this assignment to the registration certificate. Assignor warrants that Assignor's rights in the Work have not been previously assigned, mortgaged or otherwise encumbered, and Assignor has full right, power and authority to assign all such rights to Assignee hereunder.


Assignor, Leona Medina-Tiede

RECEIVED

JUL 25 2003

Peacock, Myers & Adams, PC

TRADEMARK
REEL: 003338 FRAME: 0204

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective as of the 18th day of July, 2003, by and between El Encanto, Inc. d/b/a Bueno Foods, a New Mexico corporation, whose principal place of business is 2001 Fourth Street, SW, Albuquerque, NM, 87102 ("Bueno"), and Leona's Foods, Inc., a New Mexico corporation, whose principal place of business is Manzana Center, Highway 76, Chimayo, NM, 87522 ("Leona's"). Leona's and Bueno are hereinafter sometimes referred to individually as "party" and collectively as "parties."

BACKGROUND

1. Leona's is the owner of intellectual property, trade secrets and know-how related to preparation and distribution of food products and restaurant operations;
2. The parties hereto desire that Leona's transfer, convey and assign to Bueno such intellectual property, trade secrets and know-how, and that Bueno purchase and acquire the same, upon the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the foregoing recitals, based on the mutual promises and benefits herein contained, upon the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I-DEFINITIONS

- 1.1 Certain terms used herein shall have the definition set forth below:
 - (a) "Effective Date" means the date written in above.
 - (b) The term "Leona's" shall include Leona's and all variations of Leona's, including Léona's, block lettering, script, in logos, and in capital and/or small lettering.
 - (c) "Intellectual Property" shall mean the intellectual property rights owned by or licensed to Leona's, including, but not limited to, the following:

Trademarks and Trade Names

<u>Registered and Common Law</u> <u>Marks/Names</u>	<u>Registration</u> <u>Date (if any)</u>	<u>New Mexico</u> <u>Registration Number (if any)</u>
A Healthy Alternative		
Chimayo Foods		
Chimayo Organics	05/06/02	TK02050601
Chimayo Organics (sun logo)		
Leona's		
Leona's de Chimayo	11/04/87	87110411
Leona's de Chimayo	03/03/03	TK03030309
Leona's de Chimayo (ristra design)	03/03/03	TK03030310
Leona's Foods	11/23/94	TN94112311
Leona's Foods	03/03/03	TK03030307
Leona's Foods (ristra design)	03/03/03	TK03030308
Leona's Foods, Inc.		
Leona's Salsa	11/23/94	TN94112312
Leona's Tortillas	11/23/94	TN94112310
Rio Grande Tortillas	11/23/94	TN94112310
Rio Grande Tortillas	03/03/03	TK03030311
Tortillas de Chimayo	03/03/03	TK03030312
Adobe building design (e.g. on packaging)		
Border designs (e.g. on packaging)		
Chile designs (e.g. on packaging)		
Ristra designs (e.g. on packaging)		
Wheat stalk design (e.g. on packaging)		
Zia designs (e.g. on packaging)		
The individual name of "Leona Medina-Tiede" for use in text on product packaging and advertising.		

including all variations, derivatives, scripts, capitalizations, logos, phrases containing any or all marks/names, designs, color schemes, and goodwill associated therewith.

Copyrights

Adobe building design (e.g. on packaging)
Border designs (e.g. on packaging)
Chile designs (e.g. on packaging)
Logo designs
Ristra designs (e.g. on packaging)
Ristra design on website
Website images, contents and design
Wheat stalk design (e.g. on packaging)
Zia designs (e.g. on packaging)

Advertising text and designs
Package and label designs
t-shirt, hat, and other advertising product designs
1-800-4LEONAS
domain names: www.leonasrestaurant.com; www.leonasrestaurante.com;
www.leonasfood.com; and www.leonafoodsinc.com

Trade Secrets and Know-How

Manufacturing techniques, processes, formulae, and all other proprietary,
technical and other information relating to the food products
Recipes
Customer lists
Customer information
Market information and business plans

ARTICLE II-TRANSFER OF INTELLECTUAL PROPERTY

2.1 Assignment. For consideration received and hereby acknowledged, Leona's hereby transfers, conveys and assigns to Bueno all of its Intellectual Property rights, as the same shall exist immediately prior to the Effective Date, including and in addition to the following:

(a) the entire right, title and interest of Leona's in and to (i) the Intellectual Property, (ii) the goodwill, going concern value and intangible assets associated therewith, (iii) all know-how and trade secrets related to the Intellectual Property and Leona's business, including but not limited to any customer lists, customer information, market information, and business plans, and (iv) any trademarks, trade names, and service marks similar to those included in the Intellectual Property which may or may not have been registered by Leona's, and which may or may not be registrable, including but not limited to logos, slogans, product names, and designs.

(b) all records and documents relating to the Intellectual Property;

(c) to the extent transferable, all Federal, state, local and foreign governmental licenses, permits, authorizations and approvals directly relating to the Intellectual Property registrations;

(d) all rights and actions against third parties relating to the Intellectual Property, including the right to sue for past, present, and future infringement of such rights;

(e) the right to secure, register, and renew trademarks and copyrights included in the Intellectual Property, or derived therefrom in the United States and all other countries of the world;

(f) the entire right, title and interest to all non-governmental codes, licenses, permits, authorizations, approvals and any other product related rights or identifiers, including, but not limited to, UPC, manufacturing and product codes; and

(g) all license rights.

2.2 Copyright Rights Waiver. Leona's waives any moral rights, including rights of attribution and integrity, which Leona's may have in the Copyrights.

2.3 Cooperation. Leona's further agrees to cooperate with Bueno and to execute all documents necessary to secure, register, and renew Intellectual Property rights.

ARTICLE III-REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Parties.

(a) Each party represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has the requisite power and authority to enter into this agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) Leona's represents and warrants that it is the sole owner of all of the Intellectual Property, except for the adobe building design, and that no agreement or consent of any third person is required in connection with the assignment of Intellectual Property to Bueno as stated in this Assignment. The adobe building design is licensed by Leona's by Ted Rose, and this license is hereby transferred to Bueno.

(c) Leona's represents and warrants that it has not assigned, granted any previous license to, or otherwise disposed of, relinquished, or conveyed to any third party its interest, in whole or in part, in the Intellectual Property, and that it has not entered into any agreement, the terms of which are inconsistent with this Assignment.

(d) To the best of Leona's knowledge, there is no actual or potential infringement or misappropriation by any third person or entity of the Intellectual Property.

(e) To the best of Leona's knowledge, there are no actions, suits, investigations or legal or administrative or arbitration proceedings pending or threatened against Leona's relating to the Intellectual Property, whether at law or in equity, nor any judgments, decrees, injunctions or orders of any court, governmental department, commission, agency, instrumentality or arbitrator against Leona's directly relating to the Intellectual Property.

ARTICLE IV-MISCELLANEOUS

4.1. Amendments or Modifications. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by or on behalf of each party.

4.2 Binding Nature of Agreement. This Agreement shall be binding on all personal representatives, heirs, successors, and assigns of the parties hereto.

4.3 Headings. Article and section headings herein are for convenience only and shall not limit in any way the scope of any provision of the Agreement.


4.4 Joint Venture-Agency. The parties hereto agree that this Agreement does not constitute a joint venture between the parties. Nothing herein contained shall be construed as constituting any party as the agent of any other party for any purpose.


4.5 Law Governing. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of New Mexico. Each of the parties acknowledges that it has agreed not to comply with the provisions of the bulk sales laws, and noncompliance therewith shall not constitute a breach of any representation or warranty.

The parties hereto have caused this Agreement to be executed in duplicate.

LEONA'S FOODS, INC.

EL ENCANTO, INC.

By 
Roy Trusillo, President

By 
Jacqueline Baca, President