

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eduardo Alvarez Zardain		07/02/2008	INDIVIDUAL: MEXICO

RECEIVING PARTY DATA

Name:	Con Alimentos, S.A. de C.V.
Street Address:	Calzada la Viga No. 105
Internal Address:	Colonia el Arbolito, C.P.
City:	Ecatepec
State/Country:	MEXICO
Postal Code:	55090
Entity Type:	CORPORATION: MEXICO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2117680	PRINCESA
Registration Number:	2179917	

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6178568145
 Email: ip@brownrudnick.com
 Correspondent Name: Mark S. Leonardo
 Address Line 1: One Financial Center
 Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	24844/11
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DOMESTIC REPRESENTATIVE

Name:

CH \$65.00 2117680

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark S. Leonardo

Signature:

/Mark S. Leonardo/

Date:

02/03/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") effective the 2TH day of July 2008 by Eduardo Álvarez Zardain, Mexican citizen, with address located at Km. 341 Carretera Córdoba-Veracruz Colonia Buenavista C.P. 94690 Córdoba Veracruz (hereinafter referred to as "Assignor"), and Con Alimentos, S.A. de C.V., a corporation duly organized and validly existing in accordance with Mexico laws, with address located at Calzada la Viga No. 105 Colonia el Arbolito C.P. 55090, Ecatepec, Estado de México, herein represented by Jaime Gerardo Lopez Otegui (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Purchase Agreement dated July 2TH, 2008, (hereinafter the "Agreement"), under which Assignor agrees to sell, and Assignee agrees to purchase certain intangible assets presently held by Assignor;

WHEREAS, included among the assets to be purchased by Assignee are those pending and registered trademarks and all the registration applications and unregistered or common law trademarks, service marks, trade names and logos used by Assignor in connection with the business of the Assignor as listed on Exhibit A attached hereto (collectively the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Definitions. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. Assignment.

Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks, together with the applications for the registrations of and registrations for the Marks, and the good will of the business symbolized by and associated with said Marks and registrations thereof, including, but not limited to, the following:

(a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;

(b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and

(c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written below by its officer thereunto duly authorized.

ASSIGNOR:

ASSIGNEE:

By: Eduardo Alvarez Zardain

By: Con Alimentos, S.A. de C.V.

Name: Gabriel López Otegui

Title: Legal Representative

Date: July 2TH, 2008.

Date: July 2TH, 2008.

**EXHIBIT "A" OF TRADEMARK ASSIGNMENT, CELEBRATE BETWEEN
EDUARDO ÁLVAREZ ZARDAIN AND CON ALIMENTOS, S.A. DE C.V.**

1) **Denomination:** PRINCESA
Trdemark No.: 2,117,680
International Class: 32

2) **Denomination:** DESIGN
Trdemark No.: 2,179,917
International Class: 32

