

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitro Europa, Ltd.		01/09/2008	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	Vitro, S.A.B. de C.V.		
Street Address:	Ave. Roble 660, Colonia Valle Campestre		
City:	Garza Garcia, N.L.		
State/Country:	MEXICO		
Postal Code:	66265		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1542139	ALCALI	
CORRESPONDENCE DATA			
Fax Number:	7038365288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-684-5600		
Email:	jim@sagllp.com, nitasantiago@sagllp.com		
Correspondent Name:	JAMES E. SHLESINGER		
Address Line 1:	5845 RICHMOND HIGHWAY, SUITE 415		
Address Line 4:	ALEXANDRIA, VIRGINIA 22303		
ATTORNEY DOCKET NUMBER:	R2796		
DOMESTIC REPRESENTATIVE			
Name:	JAMES E. SHLESINGER		
Address Line 1:	5845 RICHMOND HIGHWAY, SUITE 415		
Address Line 4:	ALEXANDRIA, VIRGINIA 22303		

CH \$40.00 1542139

TRADEMARK

NAME OF SUBMITTER:	James E. Shlesinger
Signature:	/jes/
Date:	09/16/2013
Total Attachments: 12 source=Assignment Vitro S A B de C V #page1.tif source=Assignment Vitro S A B de C V #page2.tif source=Assignment Vitro S A B de C V #page3.tif source=Assignment Vitro S A B de C V #page4.tif source=Assignment Vitro S A B de C V #page5.tif source=Assignment Vitro S A B de C V #page6.tif source=Assignment Vitro S A B de C V #page7.tif source=Assignment Vitro S A B de C V #page8.tif source=Assignment Vitro S A B de C V #page9.tif source=Assignment Vitro S A B de C V #page10.tif source=Assignment Vitro S A B de C V #page11.tif source=Assignment Vitro S A B de C V #page12.tif	

Sales and Purchase Agreement

between

Vitro Europa Ltd., Route André Piller 33a, 1762 Givisiez, Switzerland

(hereinafter "Seller")

and

Vitro, S.A.B. de C.V., Ave. Roble 660, Colonia Valle Campestre, 66265 Garza García, N.L.,
Mexico

(hereinafter "Purchaser")

regarding

Intellectual Property Rights of Vitro Europa Ltd.

RECITALS

- A. **WHEREAS**, Seller is a company duly established and existing in accordance with the laws of Switzerland;
- B. **WHEREAS**, Purchaser is a company duly established and existing in accordance with the laws of Mexico;
- C. **WHEREAS**, Seller desires to sell and Purchaser desires to purchase certain intellectual property rights owned by Seller;
- D. **WHEREAS**, the extraordinary shareholders' meetings of Seller held on 10 December 2007 and 9 January 2008 approved the sale of said intellectual property from Seller to Purchaser.

NOW, THEREFORE, the parties hereby agree as follows:

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I.

Sale and Purchase of Intellectual Property Rights

1. Sale and Purchase of Intellectual Property Rights

- 1.1 Seller hereby sells and Purchaser hereby purchases the intellectual property rights owned by Seller as more specifically defined in **Annex A** hereto (hereinafter "IP-Rights").
- 1.2 This sale and purchase shall be and become effective as per 1 January 2008.

II.

Purchase Price and Payment

2. Purchase Price

- 2.1 The purchase price to be paid by Purchaser to Seller for the purchase of the IP-Rights shall be CHF 10,864,483 (ten million eight hundred and sixty four thousand four hundred and eighty three Swiss Francs; hereinafter: "Purchase Price").
- 2.2 The Purchase Price was fixed based on the valuation letter of Baker & McKenzie dated 5 December 2007 attached hereto as **Annex B**.

3. Payment

The Purchase Price shall become due and payable and shall be paid by Purchaser to Seller, to the account indicated by Seller, within thirty (30) calendar days from the date of the signature of this Agreement.

III.

Registration of the IP-Rights

4. Seller shall, upon demand of Purchaser, deliver to Purchaser any and all information, declarations, confirmations or similar documents and undertake all reasonable acts that may be necessary for the worldwide registration of the IP-Rights in the name of Purchaser.

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IV.

Representations and Warranties

5. Representations and Warranties of Seller

5.1. Seller hereby represents and warrants that the following is true and correct in all material respects as of the date of the signing of this Agreement:

a) Due authorizations

- i) Seller is a corporation duly organized and validly existing under the laws of Switzerland and has the corporate power and authority to execute and perform this Agreement.
- ii) The execution and performance of this Agreement by Seller does not constitute any breach of, or otherwise conflict with, any law, rule or regulation, any corporate document or any material agreement to which Seller is a party.
- iii) The execution and performance of this Agreement and the consummation of the transaction contemplated herein does not require any registration or filing by Seller or any permit or approval by any governmental or regulatory body, agency or authority, with the execution of the registration of the IP-Rights in the name of Purchaser with the competent registers and/or authorities.

b) IP-Rights

5.2. Seller has full, unrestricted and unencumbered title to and possession of all IP-Rights sold to Purchaser hereunder. Seller does not make any representations and warranties, whether express or implied, other than those expressly set forth in this Agreement.

6. Representations and Warranties of Purchaser

6.1. Purchaser hereby represents and warrants that the following is true and correct in all material respects as of the date of the signing of this Agreement:

a) Due authorizations

- i) Purchaser is a corporation duly organized and validly existing under the laws of Mexico and has the corporate power and authority to execute and perform this Agreement.
- ii) Purchaser has obtained all corporate resolutions necessary in order to enter into this Agreement and purchase the IP-Rights.
- iii) The execution and performance of this Agreement by Purchaser does not constitute any breach of, or otherwise conflict with, any law, rule or regulation, any corporate document or any material agreement to which Purchaser is a party.

EX
17.6

iv) The execution and Performance of this Agreement and the consummation of the transaction contemplated herein does not require any registration or filing by Purchaser or any permit or approval by any governmental or regulatory body, agency or authority, with the exception of the registration of the IP-Rights in the name of Purchaser with the competent registers and/or authorities.

b) Solvency of Purchaser

Purchaser is solvent and has obtained or secured sufficient funds to reimburse the Loan pursuant to the terms and conditions of the Loan Agreement.

V.

Survivals and Remedies

7. Validity of Representations and Warranties

Claims relating to any inaccuracy or breach of the representations and warranties shall have validity for a period of one (1) year following the signing of this Agreement.

8. Limitation of Liability

8.1 Any liability of Seller for defects of title of the IP-Rights beyond the representations, warranties and obligations expressly assumed by Seller in this Agreement shall be excluded.

8.2 The liability of Seller for breach or inaccuracy of representations and warranties in this Agreement shall be excluded to the extent that the breach or the inaccuracy of the representation and warranty was or should have been known to the Purchaser or its representatives.

8.3 In the case of any inaccuracy or breach of representations and warranties, the party in breach shall put the other party in a position as if the respective representations and warranties were correct. If this is factually not possible, the other party shall have the right to request the payment of damages resulting from such inaccuracy or breach.

8.4 Every right of rescission (*Wandelung* or *Rücktritt*) shall be excluded.

VI.

Miscellaneous

9. Notices

Any notices to be given under this Agreement shall be given by registered mail or telecopier (with proof of delivery) to the following addresses of the Parties

17.6

To Seller:

Vitro Europa Ltd
Route André Piller 33a
1762 Givisiez
Switzerland

Telecopier: ++ 41 (26) 460-3010
Attention: Jaime Rico Garza

To Purchaser:

Vitro, S.A.B. de C.V.
Av. Roble 660
Colonia Valle del Campestre
66265 Garza García, N.L.
México

Telecopier: ++ 52 (81) 8863-1515
Attention: Javier Arechavaleta Santos
Legal Department

10. Modifications and Amendments

Any modification or amendment of this Agreement, as well as any declaration to be made hereunder, shall only be valid if made in writing unless a stricter form is required by law.

11. Severability

If a provision of this Agreement should be or become invalid or incomplete, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provision shall be replaced by or the Agreement shall be amended with a legally valid arrangement which comes as closely as possible to the intention of the parties or what would have been the intention of the parties according to the aim and purpose of this Agreement if the parties had been aware of the invalid provision or the lack of the necessary regulation.

12 Annexes

The Annexes to this Agreement shall form an integral part of this Agreement.

13. Applicable Law and Jurisdiction

13.1 This Agreement shall be exclusively governed by Swiss law, excluding conflicts of laws.

13.2 Exclusive place of jurisdiction for any problems arising out of or in connection with this Agreement shall be at the registered office of Purchaser in Switzerland.

17.6

14. Execution

This Agreement shall be signed in two (2) originals, one for each party. It may be signed in counterparts.

Signatures:

Place and date:

Seller:

Vitro Europa Ltd,



Name: Jaime Rico Garza
Title: Chairman of the Board

Zollikon, Switzerland, 9 January 2008



Patricia Guerra
Title: Member of the Board

Zollikon, Switzerland, 9 January 2008

Purchaser:

Vitro, S.A.B. de C.V.

Name: Claudio Luis del Valle Cabello
Title: Executive Administration Vice President

Garza García, N.L. México, 9 January 2008

Name: Enrique Osorio López
Title: Executive Finance Vice President

Garza García, N.L. México, 9 January 2008

14. Execution

This Agreement shall be signed in two (2) originals, one for each party. It may be signed in counterparts.

Signatures:

Place and date:

Seller:
Vitro Europa Ltd.

Zollikon, Switzerland, 9 January 2008

Name: Jaime Rico Garza
Title: Chairman of the Board

Zollikon, Switzerland, 9 January 2008

Patricia Guerra
Title: Member of the Board

Purchaser:
Vitro, S.A.B. de C.V.



Garza García, N.L. México, 9 January 2008

Name: Claudio Luis del Valle Cabello
Title: Executive Administration Vice President



Garza García, N.L. México, 9 January 2008

Name: Enrique Osorio López
Title: Executive Finance Vice President

INTELLECTUAL PROPERTY OF VITRO EUROPA LTD.									
PATENTS AND PATENT APPLICATIONS AT DECEMBER 31st, 2007, SOLD TO VITRO S.A.B. DE C.V. ON JANUARY 15th, 2008									
CLASS	TITLE	ORIGINAL OWNER	ACTUAL OWNER	COUNTRY	NO.	ISSUE DATE	EXPIRING DATE		
D-115.e.1.20	OBTAINING OF SODIUM SULFATE	INDUSTRIA DEL ALCALI, S.A. DE C.V.	VITRO EUROPA, LTD.	MEX	E 9230054 P 183,487	91 12 27	99 12 09	11 12 27	
D-115.e.1.20.1	OBTAINING OF SODIUM SULFATE	INDUSTRIA DEL ALCALI, S.A. DE C.V.	VITRO EUROPA, LTD.	USA	E 08758,240 P 5,871,551	82 12 22 98 11 27	99 02 16	12 12 22	
D-115.e.1.20.2	OBTAINING OF SODIUM SULFATE	INDUSTRIA DEL ALCALI, S.A. DE C.V.	VITRO EUROPA, LTD.	CANADA	E 2,585,303 P 2,955,203	92 12 23	99 09 01	12 12 23	
D-115.e.1.21	DIRECT OBTAINING OF SODIUM SULFATE	INDUSTRIA DEL ALCALI, S.A. DE C.V.	VITRO EUROPA, LTD.	MEX	E 523053 P 181,387	91 12 27	99 03 10	11 12 27	
D-115.e.1.22	ENVIRONMENT DEHUMIDIFIER	INDUSTRIA DEL ALCALI	VITRO EUROPA, LTD.	MEX	MX/912/02/03/034	02 11 13			

1/E P.G.

INTELLECTUAL PROPERTY OF VITRO EUROPA LTD.								
TRADEMARKS AND TRADEMARK APPLICATIONS AT DECEMBER 31st 2007 SOLD TO VITRO S.A.B. DE C.V. ON JANUARY 1st 2008								
Our Ref.	MARK	ORIGINAL OWNER	ACTUAL OWNER	COUNTRY	No.	FILING DATE	ISSUE DATE	EXPIRING DATE
D-115 e 4 19	ALCALI & DESIGN CL 12 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 37,429 R 354,386	08/02/16	08/10/25	13/02/15
D-115 e 4 19.1	ALCALI & DESIGN CL 8 & 15	INDUSTRIA DEL ALCALI S.A. DE C.V.	CENTRO DE TECNOLOGIA VITRO S.A. DE TRANSFERENCIA EUROPA	USA	E 735,682 R 1,542,139	08/06/21	09/03/06	09/03/21
D-115 e 4 19.2	ALCALI & DESIGN CL 1 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 614,711 R 843,686	03/03/11	04/07/21	13/09/11
D-115 e 4 19.3	ALCALI & DESIGN CL 01, 04, 06, 13, 17, 27, 28 Y 21 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 16,979 R 353,157	05/11/13	08/03/28	11/11/18
D-115 e 4 19.4	ALCALI & DESIGN CL 21 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 37,427 R 351,559	08/02/15	08/08/16	13/02/15
D-115 e 4 19.5	ALCALI & DESIGN CL 5 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 074,123 R 239,520	03/03/11		
D-115 e 4 21	BIKALY & DESIGN CL 01 NAL	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 205,845 R 481,391	04/07/20	04/12/05	14/07/20
D-115 e 4 21.1	BIKALY & DESIGN CL 05	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	R 481,302	04/07/20	04/12/05	14/07/20
D-115 e 4 22	ALCALI & DESIGN CL 30 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 97,735 R 434,770	06/10/02	02/02/04	10/10/02
D-115 e 4 23.1	HADA CL 30 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 219,872 R 483,768	04/12/14	05/01/25	14/12/14
D-115 e 4 24	HADA & DESIG CL 30 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 219,873 R 483,769	04/12/14	05/01/25	14/12/14
D-115 e 4 25	HADITA CL 30 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 434,106 R 754,305	00/10/23	02/07/03	12/10/23
D-115 e 4 26	GALEROSA & DESIGN CL 30 INT	INDUSTRIA DEL ALCALI S.A. DE C.V.	VITRO EUROPA LTD	MEX	E 97,732 R 404,769	06/10/02	02/02/04	10/10/02

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BAKER & MCKENZIE

Baker & McKenzie México, S.C.
Oficinas en el Parque, Torre I Piso 10
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64650 Monterrey, N.L., México

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www.bakernet.com

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Tijuana
Toronto
Valencia
Washington, DC

December 5th, 2007

Mr. Ricardo Mena
Corporate Tax Manager
Vitro S.A. de C.V.
Ricardo Margain 440
Valle del Campestre
66265 Garza García, Nuevo León
México

RE: Intangible Asset Valuation Results

Dear Mr. Mena:

Per the request of Vitro, S.A. de C.V. ("Vitro" or "the Company"), Baker & McKenzie México S.C. ("Baker & McKenzie") prepared a financial valuation analysis in order to estimate the fair market value as of October 31st, 2007 of the intangible assets property of Vitro Europa Ltd. ("VEUROPA"), the Company's subsidiary resident of Switzerland which holds certain intangible assets.

The intangible assets property of VEUROPA include manufacturing intangibles such as patents and industrial designs, as well as marketing intangibles such as trademarks, and other non-classified intangibles such as know how, copyrights and trade secrets, corresponding to Vitro's flat glass business unit.

In view of the information made available to us by the management of the Company and the specific characteristics of the intangible assets under analysis, for purposes of this valuation we selected the financial valuation method commonly referred to as the "Cost Method". The financial valuation analysis assumes that VEUROPA's intangible assets will remain to be in use in the following years.

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The Cost Method estimates the value of an asset considering the amount of economic resources required to purchase or replace it with a brand new and identical asset. However, if the information required to estimate the replacement value is not available, an alternative approach to the method would be to estimate its value by considering the amount of resources needed to reproduce an asset with similar characteristics.

During the valuation process, Baker & McKenzie reviewed the following elements of information and documentation provided by the management of the Company:

1. Nature and background of Vitro's and VEUROPA's businesses;
2. Type of intangible asset;
3. Remaining useful life of the intangible assets;
4. Book value of the intangible assets;
5. The expected cash flows to be generated by the intangible assets;
6. Audited financial statements of VEUROPA corresponding to tax years 2005 and 2006;
7. Interviews with the personnel responsible of the research and development ("R&D") activities in Vitro;
8. The amount of resources invested by Vitro in R&D activities related to VEUROPA's intangible assets for the period 2002-2007.

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The result of the application of the Cost Method indicates that the fair market value of VEUROPA's intangible assets as of October 31st, 2007 is equivalent to CHF 42,743,109. Such value represents the price that a willing buyer and seller, where neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts, would use in order to exchange the property of the intangible assets.

Sincerely,



Carlos Linares, Ph.D
Latin America Transfer Pricing Group
Baker & McKenzie México, S.C.

