# CH \$215.00 8500046

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM300920

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perfil Corporativo, S.A. de C.V.		04/01/2014	CORPORATION: MEXICO

### **RECEIVING PARTY DATA**

Name:	Impulsora de Marcas e Intangibles, S.A. de C.V.	
Street Address:	Ave. General Anaya 601 Pte	
Internal Address:	Colonia Bella Vista	
City:	Monterry, Nuevo Leon	
State/Country:	MEXICO	
Postal Code:	64410	
Entity Type:	CORPORATION: MEXICO	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark		
Serial Number:	85000461	GREEN APPLE MUNDET		
Serial Number:	77447783	MANZANA VERDE MUNDET		
Serial Number:	77447801	MANZANA VERDE MUNDET		
Serial Number:	78641487	SIDRAL MUNDET		
Serial Number:	73367629	SIDRAL MUNDET		
Serial Number:	78739966	SIDRAL MUNDET		
Serial Number:	78641537	SIDRAL MUNDET PASTEURIZADO Y SALUDABLE C		
Serial Number:	78641579	SIDRAL MUNDET PASTEURIZADO		

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 2149691700

Email: usptodallas@tklaw.com, craig.carpenter@tklaw.com

Correspondent Name: Craig Carpenter, Thompson & Knight LLP

Address Line 1: 1722 Routh Street

Address Line 2: Suite 1500

Address Line 4: Dallas, TEXAS 75201

TRADEMARK REEL: 005257 FRAME: 0346

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ATTORNEY DOCKET NUMBER:	073970.000010
NAME OF SUBMITTER:	Craig C. Carpenter
SIGNATURE:	/ccc/
DATE SIGNED:	04/09/2014
Total Attachments: 3	

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> **TRADEMARK REEL: 005257 FRAME: 0347**

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of April 1, 2014 (the "Effective Date") is made by and between Perfil Corporativo, S.A. de C.V., with a business address of Avenida General Anaya 601 Pte., Colonia Bella Vista, Monterrey, Nuevo León, C.P. 64410 México ("Assignor"), and Impulsora de Marcas e Intangibles, S.A. de C.V., with a business address of Avenida General Anaya 601 Pte., Colonia Bella Vista, Monterrey, Nuevo León, C.P. 64410 México ("Assignee").

## WITNESSETH:

WHEREAS, Assignor has adopted and used the family of "MUNDET" marks, including without limitation the registered trademarks listed on <u>Exhibit A</u> to this Agreement (all MUNDET marks are collectively, the "Marks");

WHEREAS, on the date hereof, the shareholders of Assignor have agreed to separate a portion of its assets and liabilities, including the Marks, by way of a spin-off of Assignor, with Assignee being the new spin-out company receiving such assets and liabilities (the "Spin-Off"); and

WHEREAS, by virtue of the Spin-Off, Assignor has agreed to assign to Assigneeall of its rights, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

WHEREAS, by virtue of the Spin-Off, Assignee is a successor to the Assignor's business, or portion of the business to which the marks pertain, and such business is ongoing and existing:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Per the Spin-Off, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
- 2. This Agreement shall be governed by and construed in accordance with the laws of Mexico.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment effective as of the Effective Date.

By:

Perfil Corporativo, S.A. de C.V.

Impulsora de Marcas e Intangibles, S.A. de C.V.

By:

Name: Francisco Dávila Martínez

Title: Attorney-in-fact

Name: Carlos Eduardo Aldrete Anciva

Title: Attorney-in-fact

### EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Mark	Jurisdiction	Filing Date	Ser. No.	Reg. Date	Reg. No.
GREEN APPLE MUNDET	US	March 29, 2010	85/000461	November 30, 2010	3,882,776
MANZANA VERDE MUNDET	US	April 14, 2008	77/447783	June 30, 2009	3,648,529
MANZANA VERDE MUNDET and Design	US	April 14, 2008	77/447801	June 30, 2009	3,648,530
SIDRAL MUNDET	US	June 1, 2005	78/641487	October 10, 2006	3,153,318
SIDRAL MUNDET and Design	US	June 1, 1982	73/367629	July 9, 1985	1,348,420
SIDRAL MUNDET and Design (plastic bottle design)	US	October 25, 2005	78/739966	March 25, 2008	3,401,755
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SIDRAL MUNDET PASTEURIZADO and Design	US	June 1, 2005	78/641579	October 24, 2006	3,161,959
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SIDRAL MUNDET PASTEURIZADO Y SALUDABLE CONT NETO 312 ML HECHO EN MEXICO and Design (glass bottle design)	US	June 1, 2005	78/641537	October 24, 2006	3,161,958
SIDRAL MUNDET	California	Not available	00241450	May 7, 1975	53051

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RECORDED: 04/09/2014

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