

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>UNCLE JULIO'S CORPORATION</td> <td></td> <td>09/19/2011</td> <td>CORPORATION: TEXAS</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	UNCLE JULIO'S CORPORATION		09/19/2011	CORPORATION: TEXAS																				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>GCI CAPITAL MARKETS LLC, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>551 Madison Avenue, 6th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10022</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name:	GCI CAPITAL MARKETS LLC, as Administrative Agent	Street Address:	551 Madison Avenue, 6th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10022	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																
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CORRESPONDENCE DATA																												
Fax Number: (312)863-7806 Phone: 312-863-7198 Email: nancy.brougher@goldbergkohn.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: Nancy Brougher																												

OP \$215.00 1629628

900202400

TRADEMARK
REEL: 004625 FRAME: 0362

Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.032
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NAME OF SUBMITTER:	Nancy Brougher
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Signature:	/njb/
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Date:	09/19/2011
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 19, 2011, by UNCLE JULIO'S CORPORATION, a Texas corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among UJ Holdings, Inc., a Delaware corporation ("Holdings"), Julio & Sons Company, a Delaware corporation, as successor by merger to UJ Merger Sub, Inc. ("Julio"), Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Holdings and Julio;

WHEREAS, as a condition to the execution and delivery of the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantor execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Holdings, Julio, Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks,

including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as a statement of use or an amendment to allege use has been filed with the U.S. Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNCLE JULIO'S CORPORATION

By: 
Name: Todd Conger
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNCLE JULIO'S CORPORATION

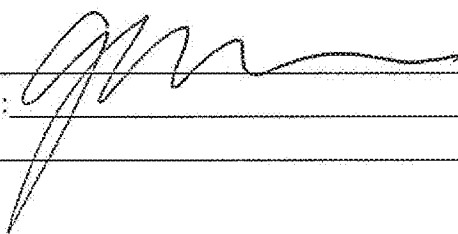
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By:  _____
Name: _____
Title: _____

Schedule A

Registered Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
Design Only 	U.S. Federal	74038283 3/14/1990	1629628 12/25/1990	Uncle Julio's Corporation	Renewed (Registered)
Design Only 	U.S. State TX		800119000 11/21/2002	Uncle Julio's Corporation	Registered
Design Only 	U.S. State MD		1992S2961 Renewed as 20020125 6/22/1992	Uncle Julio's Corporation	Renewed
Design Only 	U.S. State VA		3460 7/31/2002	Uncle Julio's Corporation	Renewed
HACIENDA 	U.S. State IL		089484 8/27/2002	Uncle Julio's Corporation	Renewed
ES TIEMPO PARA UNA SWIRL	U.S. Federal	76600610 7/2/2004	3016961 11/22/2005	Uncle Julio's Corporation	Registered
ES TIEMPO PARA UNA SWIRL (Stylized) 	U.S. Federal	74389539 5/12/1993	1829707 4/5/1994	Uncle Julio's Corporation	Renewed (Registered)
HACIENDA	U.S. State IL		089485 8/27/2002	Uncle Julio's Corporation	Renewed
JULIO AND JUANITA'S	U.S. Federal	73755767 10/4/1988	1541046 5/23/1989	Uncle Julio's Corporation	Renewed (Registered)
PLATO GORDO	U.S. Federal	74389540 5/12/1993	1839718 6/14/1994	Uncle Julio's Corporation	Renewed (Registered)
RIO GRANDE CAFE	U.S. State TX		800118997 11/21/2002	Uncle Julio's Corporation	Registered
RIO GRANDE CAFE	U.S. State VA		3459 7/31/2002	Uncle Julio's Corporation	Renewed

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
RIO GRANDE CAFE	U.S. State MD		1992S2963 6/22/1992 Renewed as 20020123	Uncle Julio's Corporation	Renewed
SWIRL	U.S. State IL		089488 8/27/2002	Uncle Julio's Corporation	Renewed
SWIRL	U.S. State VA		3464 7/31/2002	Uncle Julio's Corporation	Renewed
SWIRL	U.S. State MD		1992S2964 6/22/1992 Renewed as 20020122	Uncle Julio's Corporation	Renewed
UNCLE JULIO'S	U.S. Federal	74156151 4/11/1991	1728385 10/27/1992	Uncle Julio's Corporation	Renewed (Registered)
UNCLE JULIO'S	U.S. State TX		800121733 11/21/2002	Uncle Julio's Corporation	Registered
UNCLE JULIO'S	U.S. State VA		A4475 7/31/2002	Uncle Julio's Corporation	Registered
UNCLE JULIO'S	U.S. State IL		089487 8/27/2002	Uncle Julio's Corporation	Renewed
UNCLE JULIO'S	U.S. State MD		1992S2960 6/22/1992 Renewed as 20020126	Uncle Julio's Corporation	Renewed
UNCLE JULIO'S CASA GRANDE	U.S. Federal	75426749 1/30/1998	2247490 5/25/1999	Uncle Julio's Corporation	Renewed (Registered)
UNCLE JULIO'S HACIENDA	U.S. State IL		089486 8/27/2002	Uncle Julio's Corporation	Renewed
UNCLE JULIO'S RIO GRANDE CAFE	U.S. Federal	75012173 10/30/1995	2086901 8/12/1997	Uncle Julio's Corporation	Renewed (Registered)
UNCLE JULIO'S RIO GRANDE CAFE	U.S. State MD		1992S2962 6/22/1992 Renewed as 20020124	Uncle Julio's Corporation	Renewed