TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diaz Wholesale & Mfg. Co., Inc.		08/12/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking association: GEORGIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3849314	DIAZ FOODS
Registration Number:	3734759	D'SABOR
Registration Number:	3226391	LA TAQUERA
Registration Number:	3232138	RIQUESITO
Registration Number:	2656480	TEXICANO
Registration Number:	1675997	TEXICANO
Registration Number:	1650910	TOMACADO
Registration Number:	1980908	COZUMEL
Serial Number:	85898957	D'CARNE
Serial Number:	85898959	WE'RE SPICY

CH $265.00 3849314

CORRESPONDENCE DATA

Fax Number: 4044200805

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

via US Mail.

Phone:	704-749-8974
Email:	trademarks@pogolaw.com
Correspondent Name:	Jonathan Brodhag/Bryan Cave LLP
Address Line 1:	301 S. College Street, Suite 3400
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0355764
NAME OF SUBMITTER:	Jonathan D. Brodhag
Signature:	/Jonathan D. Brodhag/
Date:	08/27/2013

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of August 12, 2013, is made by and between Diaz Wholesale & Mfg. Co., Inc., a Georgia corporation, having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to a Credit Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Patent and Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world. Notwithstanding the foregoing, the definition of "Trademarks" shall exclude all Excluded Collateral (as such term is defined in the Security Agreement).

2. Security Interest. Debtor hereby irrevocably grants, collaterally assigns and pledges to Wells Fargo a continuing security interest (the "Security Interest") in the Debtor's Patents and Trademarks and all products and proceeds thereof (collectively, the "Patent and Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Wells Fargo herein are granted in furtherance, and not in limitation of, the security interests granted to the Wells Fargo pursuant to the Credit Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Patent and Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Wells Fargo and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Wells Fargo to exercise any right, remedy, or option under this Agreement, or delay by Wells Fargo in exercising the same, will operate as a waiver thereof. No waiver by Wells Fargo will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Wells Fargo under this Agreement shall be cumulative. No exercise by Wells Fargo of one right or remedy shall be deemed an election, and no waiver by Wells Fargo shall be deemed a continuing waiver. All notices to be given to Debtor or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND WELLS FARGO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND WELLS FARGO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO

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AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Diaz Wholesale & Mfg. Co., Inc.
5501 Fulton Industrial Blvd.
Atlanta, GA 30336
Attention: Eric Newberg

DIAZ WHOLESALE & MFG. CO., INC.

By: _____
Name: Rene M. Diaz
Title: President and Chief Executive Officer

Wells Fargo Bank, National Association
1100 Abernathy Rd., Suite 1600
Atlanta, GA 30328
Attn: Diaz Wholesale Credit Admin.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: John L. Palermo
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Diaz Wholesale & Mfg. Co., Inc.
5501 Fulton Industrial Blvd.
Atlanta, GA 30336
Attention: Eric Newberg

DIAZ WHOLESALE & MFG. CO., INC.

By: _____
Name: Rene M. Diaz
Title: President and Chief Executive Officer

Wells Fargo Bank, National Association
1100 Abernathy Rd., Suite 1600
Atlanta, GA 30328
Attn: Diaz Wholesale Credit Admin.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: John L. Palermo
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
DIAZ FOODS	3849314	September 21, 2010
D'SABOR	3734759	January 5, 2010
LA TAQUERA	3226391	April 10, 2007
RIQUESITO	3232138	April 24, 2007
TEXICANO	2656480	December 3, 2002
TEXICANO	1675997	February 18, 1992
TOMACADO	1650910	July 16, 1991
COZUMEL	1980908	June 18, 1996

APPLICATIONS

Mark	Serial Number	Filing Date
D'CARNE	85898957	April 9, 2013
WE'RE SPICY	85898959	April 9, 2013

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.