

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
El Meson Sandwiches, LLC		12/30/2013	LIMITED LIABILITY COMPANY: PUERTO RICO
RECEIVING PARTY DATA			
Name:	BANCO POPULAR DE PUERTO RICO		
Street Address:	208 Ponce de Leon Avenue		
Internal Address:	Popular Center, 6th Floor		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	Banking Corporation: PUERTO RICO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2955068	MESO	
Registration Number:	3084495	EL MESON SANDWICHES	
Registration Number:	3031558	EL MESON SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	7878824704		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	787-891-4255		
Email:	ferraric@ferrarilawpr.com		
Correspondent Name:	Carla Ferrari		
Address Line 1:	PO Box 988		
Address Line 4:	Aguadilla, PUERTO RICO 00605		
ATTORNEY DOCKET NUMBER:	SECURITY INTEREST BPPR		

OP \$90.00 2955068

NAME OF SUBMITTER:	Carla Ferrari
Signature:	/Carla Ferrari/
Date:	01/10/2014
Total Attachments: 3 source=07 Trademark Security Agreement (USPTO)#page1.tif source=07 Trademark Security Agreement (USPTO)#page2.tif source=07 Trademark Security Agreement (USPTO)#page3.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated December 30, 2013, made by **EL MESON SANDWICHES, LLC**, a Puerto Rico limited liability company, (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico (the "Lender").

WITNESSETH:

WHEREAS, the Lender has entered into a Credit Agreement dated as of the date hereof (as the same may hereafter be amended or otherwise modified from time to time, the "Credit Agreement") with certain affiliates of the Grantor, as borrowers, whereby the Lender granted to such affiliates of the Grantor certain credit facilities; and

WHEREAS, as a condition precedent to the execution by the Lender of the Credit Agreement, the Grantor have agreed to make the pledge and grant the assignment and security interest contemplated by the Security Agreement Pledge and Assignment (the "Security Agreement");

WHEREAS, according to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Grantor hereby agrees with Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges and grants to Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

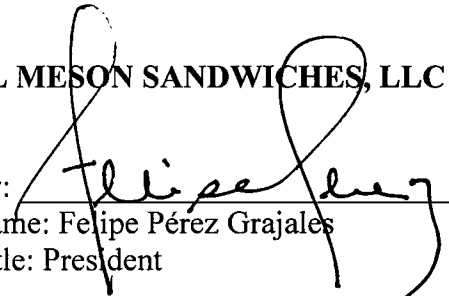
- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Trademark Security Agreement. The security interest granted according to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender according to the Security Agreement. The Grantor, hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is judged to conflict with the Security Agreement, the provisions of the Security Agreement will control.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and will (i) remain in full force and effect until the date on which the Lender has received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Lender hereunder, and its successors, transferees and assigns.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

EL MESON SANDWICHES, LLC

By: 
Name: Felipe Pérez Grajales
Title: President

ACKNOWLEDGED AND ACCEPTED,
as of the date first set forth above:

BANCO POPULAR DE PUERTO RICO

By: 
Name: Jennifer Mejía Sershen
Title: Commercial Relationship Officer

Affidavit No. 997

Acknowledged and subscribed before me in Mayaguez, Puerto Rico on this 30th day of December, 2013 by the following persons who are personally known to me: Felipe Pérez Grajales, of legal age, married, executive and resident of Sabana Grande, Puerto Rico, as President of El Mesón Sandwiches, LLC, and Jennifer Mejía Sershen, of legal age, married, banker and resident of San Juan, Puerto Rico, in her capacity as Commercial Relationship Officer of Banco Popular de Puerto Rico.




NOTARY PUBLIC

SCHEDULE I

Trademarks registered in the United States Trademark and Patent Office

USPTO Registration No.	Trademark	International Class	Registration Date
2955068	MESO (BLOCK LETTERS)	043	05/24/2005
3084495	EL MESON SANDWICHES (AND DESIGN, DESIGN CODE: 07.07.03, 26.17.09)	043	04/25/2006
3031558	EL MESON SANDWICHES (BLOCK LETTERS)	043	12/20/2005