

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroupEx Financial Corporation		12/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	Fifth Third Center, 38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2483388		
Registration Number:	2038593	KING	
Registration Number:	2038592	KING EXPRESS	
Registration Number:	2871769	KING EXPRESS	
Registration Number:	2925028	MEXICO EXPRESS	
Registration Number:	3038101	MEXICO EXPRESS	
Registration Number:	2925029	MEXICO EXPRESS	
Registration Number:	3038102	MEXICO EXPRESS	
Registration Number:	2911828	REYME\$A	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jbradley@jonesday.com		
Correspondent Name:	Jessica D. Bradley, Jones Day		
Address Line 1:	51 Louisiana Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	249579-610001		
NAME OF SUBMITTER:	Jessica D. Bradley		
SIGNATURE:	/jessica d. bradley/		

CH \$240.00 2483388

TRADEMARK

DATE SIGNED:	04/07/2014
---------------------	------------

Total Attachments: 5

source=GroupEx Grant of Security Interest in Trademarks (27-DEC-2013)#page1.tif

source=GroupEx Grant of Security Interest in Trademarks (27-DEC-2013)#page2.tif

source=GroupEx Grant of Security Interest in Trademarks (27-DEC-2013)#page3.tif

source=GroupEx Grant of Security Interest in Trademarks (27-DEC-2013)#page4.tif

source=GroupEx Grant of Security Interest in Trademarks (27-DEC-2013)#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks dated as of December 27, 2013 (this "*Agreement*"), is between GroupEx Financial Corporation, a Delaware corporation (together with its successors and assigns, the "*Grantor*"), and Fifth Third Bank, as collateral agent (together with its successors and assigns in such capacity, the "*Collateral Agent*"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Grantor and the other borrowers party thereto, the lenders party thereto (the "*Lenders*") and the Collateral Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of December 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantor, the other grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on certain of its assets, whether now owned or existing or hereafter acquired or arising.

AGREEMENT:

In consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in and a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A);
- (ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A);
- (iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;

- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.


Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[The balance of this page is intentionally blank;
the next pages are signature pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GROUPEX FINANCIAL CORPORATION

By: 
Name: Leandro Miguel
Title: President

Accepted and acknowledged by:

FIFTH THIRD BANK,
as Collateral Agent

By: _____
Name:
Title:

[Grant of Security Interests in Trademarks (GroupEx Financial Corporation)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GROUPEX FINANCIAL CORPORATION

By: _____
Name:
Title:

Accepted and acknowledged by:

FIFTH THIRD BANK,
as Collateral Agent

By: 
Name: Douglas J Petersen
Title: V.P.

[Grant of Security Interests in Trademarks (GroupEx Financial Corporation)]

SCHEDULE A

Trademarks and Trademark Applications

Trademarks of GroupEx Financial Corporation Registration No.



2483388

KING

2038593



2038592

KING EXPRESS

2871769

MEXICO EXPRESS

2925028

MEXICO EXPRESS

3038101



2925029



3038102

REYMESA

2911828