

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mi Pueblo, LLC		05/30/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victory Park Management, LLC		
<b>Street Address:</b>	227 W. Monroe St, Suite 3900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85256106	ASI ES MI PUEBLO	
<b>Serial Number:</b>	85256224	LA FIESTA DE MI PUEBLO	
<b>Serial Number:</b>	85256124	MI PUEBLO ESTA CONTIGO	
<b>Serial Number:</b>	85130629	MI PUEBLO FOODS	
<b>Registration Number:</b>	3576655	MI PUEBLO MP	
<b>Serial Number:</b>	76687881	MI PUEBLO MP	
<b>Registration Number:</b>	4099200	MP FOOD CENTER	
<b>Serial Number:</b>	76688771	MP MI PUEBLO FOOD CENTER	
<b>Serial Number:</b>	85130635	MI PUEBLO FOODS	
<b>Serial Number:</b>	85975142	MI PUEBLO FOODS	
<b>Serial Number:</b>	85130621	MI PUEBLO FOOD CENTER	
<b>Serial Number:</b>	85975302	MI PUEBLO FOOD CENTER	
<b>Serial Number:</b>	85975383	MI PUEBLO	
<b>Serial Number:</b>	85130609	MI PUEBLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-499-6059		
<b>TRADEMARK</b>			

OP \$365.00 85256106

**Email:** nicolesaucedo@paulhastings.com  
**Correspondent Name:** Nicole Saucedo  
**Address Line 1:** 191 N. Wacker Dr.  
**Address Line 2:** Paul Hastings LLP  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** F150189

**NAME OF SUBMITTER:** Nicole Saucedo

**SIGNATURE:** /Nicole Saucedo/

**DATE SIGNED:** 06/13/2014

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), is dated as of May 30, 2014 between MI PUEBLO, LLC, a California limited liability company (the “**Grantor**”), in favor of VICTORY PARK MANAGEMENT, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below.

### **WHEREAS:**

A. Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantor, the other “Guarantors” party thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents (as defined in the Security Agreement) as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement; and

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under

any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**").

Notwithstanding the foregoing, the following property is excluded from the foregoing security interests: any property to the extent that the grant of a security interest therein is prohibited by any applicable law or regulation, requires a consent not obtained of any Governmental Authority (as defined in the Security Agreement) pursuant to any applicable law or regulation, or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such law or regulation or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law. Grantor shall use all reasonable efforts to obtain any such required consent that is reasonably obtainable.

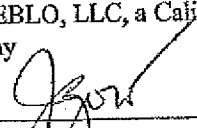
This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Illinois. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of Chicago, Illinois, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MI PUEBLO, LLC, a California limited liability company

By:   
Name: John Zott  
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK  
REEL: 005302 FRAME: 0080

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,  
as Collateral Agent



By: \_\_\_\_\_

Name: Scott Zemnick

Title: Duly Authorized Signatory

Trademark Security Agreement

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Collateral**

<b>Country ID</b>	<b>Trademark</b>	<b>Reg. #</b>	<b>Reg. Date</b>
California	MI PUEBLO MP and Design	112951	9/17/2007
California	MI PUEBLO MP and Design	63857	8/20/2007
MX	MI PUEBLO	1324474	12/14/2011
MX	MI PUEBLO	1286831	12/14/2011
MX	MI PUEBLO	Pending examination (Application # 1235994)	
MX	MP Mi Pueblo and Design	993710	3/5/2009
US	ASI ES MI PUEBLO	Pending examination (Application # 85/256,106)	
US	LA FIESTA DE MI PUEBLO	Pending examination (Application # 85/256,224)	
US	MI PUEBLO ESTA CONTIGO	Pending examination (Application # 85/256,124)	
US	MI PUEBLO FOODS	Pending examination (Application # 85/130,629)	
US	MI PUEBLO MP and Design	3,576,655	2/17/2009
US	MI PUEBLO MP and Design	Pending examination (Application # 76/687,881)	
US	MP FOOD CENTER (Stylized) and Design	4,099,200	2/14/12
US	MP MI PUEBLO FOOD CENTER and Design	Pending examination (Application # 76/688,771)	
US	MI PUEBLO FOODS	Pending examination (Application # 85/130,635)	
US	MI PUEBLO FOODS	Pending examination (Application # 85/975,142)	
US	MI PUEBLO FOOD CENTER	Pending examination (Application # 85/130,621)	
US	MI PUEBLO FOOD CENTER	Pending examination (Application #	

		85/975,302)	
US	MI PUEBLO	Pending examination (Application # 85/975,383)	
US	MI PUEBLO	Pending examination (Application # 85/130,609)	