

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Juanita's Foods		10/02/2014	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	39200 Six Mile Road
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Texas banking association: TEXAS

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1264398	PICO PICA
Registration Number:	1265854	MENUDITO
Registration Number:	1291359	
Registration Number:	1268693	JUANITA'S
Registration Number:	1297863	JUANITA'S
Serial Number:	86158062	PICO PICANTE
Registration Number:	3004440	RECETAS TRADICIONALES
Registration Number:	2886659	MENUDITO
Registration Number:	3744537	
Registration Number:	3618336	PICO PICA
Registration Number:	1563570	JUANITA'S FOODS
Registration Number:	1554914	JUANITA'S

## CORRESPONDENCE DATA

Fax Number: 7349302494

*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.*

Phone: 734-930-0121

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

TRADEMARK

**Address Line 1:** 201 South Division, Suite 400  
**Address Line 4:** Ann Arbor, MICHIGAN 48104

**NAME OF SUBMITTER:** Angela Alvarez Sujek

**SIGNATURE:** /Angela Alvarez Sujek/

**DATE SIGNED:** 10/03/2014

**Total Attachments: 6**

source=JUanita's#page1.tif

source=JUanita's#page2.tif

source=JUanita's#page3.tif

source=JUanita's#page4.tif

source=JUanita's#page5.tif

source=JUanita's#page6.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
(Juanita's Foods)

This Intellectual Property Security Agreement is entered into as of October 2, 2014 by and between COMERICA BANK ("Bank") and JUANITA'S FOODS, a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (each a "Loan", and collectively, the "Loans") to Grantor, which Loans are secured by, inter alia, that certain Security Agreement dated as of the date hereof executed by Grantor for the benefit of Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Indebtedness (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future Indebtedness, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its all its intellectual property rights (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined below), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

As used herein, "Loan Documents" shall have the meaning set forth in the Credit Agreement dated as of the date hereof, by and among Grantor and Bank, as may be amended, restated, supplemented or replaced from time to time.

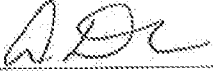
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Juanita's Foods  
645 Eubank Avenue  
Wilmington, CA 90744

GRANTOR:

JUANITA'S FOODS

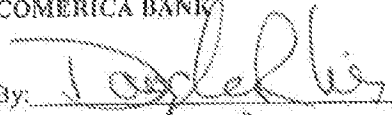
By: 

Title: CEO

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

COMERICA BANK  
By: 

Title: SR. VICE PRESIDENT

EXHIBIT A

Copyrights

None.

{Exhibit A}

Detroit\_4097196\_2

EXHIBIT B

Patents



None.

[Exhibit B]

Detroit\_4097196\_2

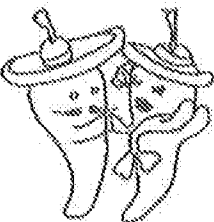
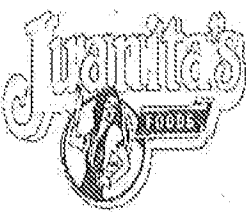
EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PICO PICA	73/371074	6/23/82	1,264,398	1/17/84
<b>Menudito</b>	73/371133	6/23/82	1,265,854	1/31/84
	73/371259	6/24/82	1,291,359	8/21/84
<b>Juanita's</b>	73/371260	6/24/82	1,268,693	2/28/84
JUANITA'S	73/427045	5/23/83	1,297,863	9/25/84
PICO PICANTE	86/158062	1/6/14	n/a	n/a
	78/476261	8/31/04	3,004,440	10/4/05
MENUDITO	78/305630	9/25/03	2,886,659	9/21/04

[Exhibit C]

Detroit\_4097196\_2

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	77/770545	6/29/09	3,744,837	2/2/10
PICO PICA	77/421140	3/13/08	3,618,336	5/12/09
	73/776891	1/26/89	1,563,570	10/31/89
JUANITA'S	73/774434	1/13/89	1,554,914	9/5/89

[Exhibit C]

Detroit\_4097196\_2