

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328108

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PALETERIA LA MICHOACANA (SUB), INC. formerly know as PALETERIA LA MICHOACANA, LLC		12/15/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Doing Business As:	First Capital Western Region, LLC		
Street Address:	601 S. Figueroa Street		
Internal Address:	Suite 3460		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86277947	MARI ROSA FRUIT BARS	
Serial Number:	86365672	MARI ROSA FRUIT BARS	
Serial Number:	86453565	LA MICHOACANA	
Serial Number:	86453553	LA MICHOACANA	
Serial Number:	86453534		
Serial Number:	86453485		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$165.00 86277947

ATTORNEY DOCKET NUMBER:	F153345
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	01/06/2015

Total Attachments: 5

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**SUPPLEMENT
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Supplement to Patent and Trademark Security Agreement is entered into as of December 15, 2014 by and among PALETERIA LA MICHOCACANA (SUB), INC., a California corporation, formerly known as Paleteria La Michoacana, LLC (the "Obligor"), and FCC, LLC d/b/a FIRST CAPITAL WESTERN REGION, LLC, a Florida limited liability company (the "Lender").

RECITALS

A. Obligor and Lender previously entered into a Patent and Trademark Security Agreement (the "IP Security Agreement"), dated as of May 7, 2014. (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Obligor and Lender now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

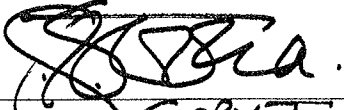
The IP Security Agreement is hereby amended and supplemented by adding the Patents listed on Exhibit A hereto to Exhibit A of the IP Security Agreement and the Trademarks listed on Exhibit B hereto to Exhibit B of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Obligor irrevocably pledges and assigns to, and grants to Lender a security interest with power of sale to the extent permitted by law, in all of Obligor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto (including without limitation the Patents and Trademarks described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) all licenses or other rights to use any of the Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, extensions, renewals and extensions of any of the Patents or Trademarks, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Obligor represents and warrants to Lender that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

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

OBLIGOR:

PALETERIA LA MICHOACANA (SUB),
INC.

By: 
Name: GARY J. SBONA
Title: CEO

LENDER:

FCC, LLC d/b/a FIRST CAPITAL
WESTERN REGION, LLC


By: 
Name: CARLOS VARGAS
Title: V.P.

EXHIBIT A




PATENTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None.		

EXHIBIT B

TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
MARI ROSA FRUIT BARS 	86277947	May 11, 2014
MARI ROSA FRUIT BARS 	86365672	August 13, 2014
	86453565	November 13, 2014

	86453553	November 13, 2014
	86453534	November 13, 2014
	86453485	November 13, 2014