

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fiesta Mart Holdings, L.L.C.		04/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Fiesta Mart, L.L.C.		04/27/2015	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3008777	FIESTA
Registration Number:	1293396	FIESTA
Registration Number:	1291516	FIESTA
Registration Number:	1224622	FIESTA
Registration Number:	1300985	FIESTA
Registration Number:	3069280	LIFE'S A FIESTA
Registration Number:	3214805	CARNIVAL FOOD STORES
Registration Number:	3214804	CARNIVAL
Registration Number:	3159985	UN CACHITO DE LO NUESTRO
Registration Number:	2687969	FARM TENDER
Registration Number:	1212800	
Serial Number:	86136771	FIESTA FRESH MARKET
Serial Number:	85887943	FIESTA MART BAKERY
Serial Number:	85887937	FIESTA MART BAKERY
Serial Number:	85959446	FIESTA MARKET PLACE

OP \$390.00 3008777

CORRESPONDENCE DATA**Fax Number:** 2158325619

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: 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-15004
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/29/2015

Total Attachments: 7

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page1.tif

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page2.tif

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page3.tif

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page4.tif

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page5.tif

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page6.tif

source=Trademark Security Agreement - 2 - (PNC-Fiesta)#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 27th day of April, 2015, by FIESTA MART HOLDINGS, L.L.C., a Delaware limited liability company, ("Holdings") and FIESTA MART, L.L.C., a Texas limited liability company, ("Fiesta" and, together with Holdings, collectively "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License; provided, that no security interest shall be granted in any United States "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan

Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and are due and owing by Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all United States federally registered IP Collateral, registered with the United States Patent and Trademark Office, as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral to the extent and in accordance with the provisions of the Loan Agreement.

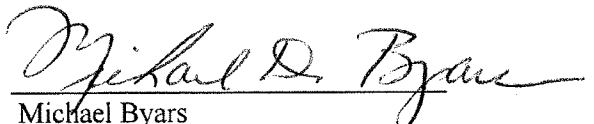
7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

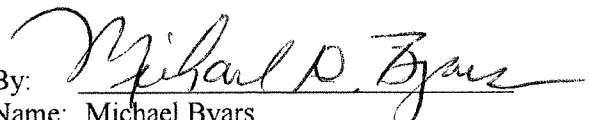
9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

Each of the parties has signed this Agreement as of the day and year first above written.

FIESTA MART HOLDINGS, L.L.C.

By: 
Name: Michael Byars
Title: President and Chief Executive Officer





FIESTA MART, L.L.C.

By: 
Name: Michael Byars
Title: President and Chief Executive Officer


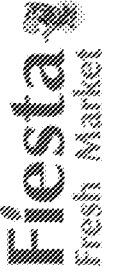
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Serial No.	Registration No.	Registration Date	Design	Owner
FIESTA (word and design)	78-459,872	3,008,777	10/25/2005		Fiesta Mart, Inc.
FIESTA (word and design)	73-272,932	1,293,396	9/4/1984		Fiesta Mart, Inc.
FIESTA (stylized)	73-271,256	1,291,516	8/21/1984		Fiesta Mart, Inc.
FIESTA (design plus word)	73-271,063	1,224,622	1/18/1983		Fiesta Mart, Inc.

Mark	Serial No.	Registration No.	Registration Date	Design	Owner
FIESTA (word mark)	73-271,062	1,300,985	10/16/1984	FIESTA	Fiesta Mart, Inc.
LIFE'S A FIESTA (word mark)	78-417,831	3,069,280	3/14/2006	LIFE'S A FIESTA	Fiesta Mart, Inc.
CARNIVAL FOOD STORES (word mark)	78-610,017	3,214,805	3/6/2007	CARNIVAL FOOD STORES	Fiesta Mart, Inc.
CARNIVAL (word mark)	78-609,931	3,214,804	3/6/2007	CARNIVAL	Fiesta Mart, Inc.
UN CACHITO DE LO NUESTRO (word mark)	78-423,437	3,159,985	10/17/2006	UN CACHITO DE LO NUESTRO	Fiesta Mart, Inc.
FARM TENDER (word mark)	76-214,205	2,687,969	2/18/2003	FARM TENDER	Fiesta Mart, Inc.

Mark	Serial No.	Registration No.	Registration Date	Design	Owner
(design only)	73-271,255	1,212,800	10/12/1982		Fiesta Mart, Inc.
FIESTA FRESH MARKET (Design)	86-136,771	PENDING	PENDING Published for Opposition November 18, 2014		Fiesta Mart, Inc.
FIESTA MART BAKERY (word mark)	85-887,943	PENDING	PENDING Allowed 10/22/2013 2nd EoT Granted	FIESTA MART BAKERY	Fiesta Mart, Inc.
FIESTA MART BAKERY (word mark)	85-887,937	PENDING	PENDING Allowed 10/22/2013 2nd EoT Granted	FIESTA MART BAKERY	Fiesta Mart, Inc.

Mark	Serial No.	Registration No.	Registration Date	Design	Owner
FIESTA MARKET PLACE	85- 959,446	4,566,66 8	July 15,2014	FIESTA MARKET PLACE	Fiesta Mart, Inc.