

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUCO ENTERPRISES, LP		04/26/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3171803	CACTUS CREEK	
Registration Number:	3042350	BUCKETHEAD	
Registration Number:	3055865	BUCKETHEAD CLUB	
Registration Number:	3281941	CELEBRATE WITH QUALITY	
Registration Number:	4689537	CACTUS CREEK	
Registration Number:	2934333	CACTUS CREEK	
Registration Number:	4566507	CANTINA THINS	
Registration Number:	4475062	GUAC BLAST	
Serial Number:	86092547	SOLSTICE	
Serial Number:	85956302	SOLSTICE	
Serial Number:	86252576	SOLSTICE	
Serial Number:	86089063	SOLSTICE	
Serial Number:	86092539	T	
Registration Number:	4484452	T	
Serial Number:	86284840	CELEBRATE CANTINA THINS	
Serial Number:	86284527	CELEBRATE YOUR VICTORIES!	
Registration Number:	4693630	THIN CHIP DIP	
Registration Number:	4937156		
TRADEMARK			

CH \$715.00 3171803

Property Type	Number	Word Mark
Serial Number:	86573663	CANTINA SALSA
Serial Number:	86572783	FIESTA DIPPIN' CHIPS
Serial Number:	86572852	GOOD TASTE IS WORTH SHARING
Serial Number:	86743126	MI CANTINA
Serial Number:	86673463	CAFÉ STYLE
Serial Number:	86730370	CAFÉ STYLE
Serial Number:	86730396	CAFÉ STYLE
Serial Number:	86324917	HARVEST COLLECTION
Registration Number:	4867247	T
Serial Number:	86962430	

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 47901.00.0008-POITRAS

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalski/

DATE SIGNED: 04/28/2016

Total Attachments: 11

- source=2.f. Trademark Security Agreement (EXECUTED) V1#page1.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page2.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page3.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page4.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page5.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page6.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page7.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page8.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page9.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page10.tif
- source=2.f. Trademark Security Agreement (EXECUTED) V1#page11.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the “Agreement”) made as of April 26, 2016, by and between TRUCO ENTERPRISES, LP, a Delaware limited partnership (“Grantor”), in favor of MIDCAP FINANCIAL TRUST, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (in each case as defined below) (together with its successors and assigns, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantor as the borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and Grantee are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office (the “USPTO”) or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof ((i) and (ii), collectively, “Trademarks”), (iii) the goodwill of the business symbolized by Grantor’s Trademarks, and (iv) all royalties, fees, income, payments and other proceeds thereof, to secure the payment of all of the Obligations owing under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all

of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all royalties, fees, income, payments and other proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. As of the date of this Agreement, Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all registered Trademarks and trademark applications pending with the USPTO, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE

CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Counterparts. This Agreement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

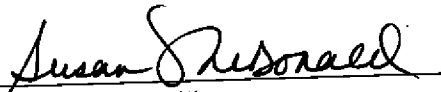
(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

TRUCO ENTERPRISES, LP,
a Delaware limited partnership

By: 
Name: Susan McDonald
Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

**MIDCAP FINANCIAL TRUST, as
Administrative Agent**

By: Apollo Capital Management, L.P.
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

Schedule 1

REGISTERED TRADEMARKS OR TRADEMARK APPLICATIONS

MARK	COUNTRY	APP. NO.	FILING DATE	REG. NO.	REG. DATE
CACTUS CREEK	U.S.	76/277441	6/25/2001	3171803	11/14/2006
BUCKETHEAD and Design	U.S.	76/977831	11/25/2002	3042350	1/10/2006
BUCKETHEAD CLUB	U.S.	76/466740	11/6/2002	3055865	1/31/2006
CELEBRATE WITH QUALITY	U.S.	77/036685	11/3/2006	3281941	8/21/2007
CACTUS CREEK and Design	U.S. Intent-to-use	86/089070	10/11/2013	4689537	2/17/2015
CACTUS CREEK and Design	U.S.	76/516836	5/1/2003	2934333	3/22/2005
CANTINA THINS	U.S.	85/930930	5/13/2013	4566507	7/15/2014
GUAC BLAST	U.S.	85/967285	6/22/2013	4475062	1/28/2014
SOLSTICE	U.S. Intent-to-use	86/092547	10/16/2013	N/A	N/A
SOLSTICE	U.S. Intent-to-use	85/956302	6/11/2013	N/A	N/A
SOLSTICE and Design	U.S. Intent-to-use	86/252576	4/15/2014	N/A	N/A
SOLSTICE and Design	U.S. Intent-to-use	86/089063	10/11/2013	N/A	N/A
Truco Logo Design	U.S. Intent-to-use	86/092539	10/16/2013	N/A	N/A
Truco Logo Design	U.S. Intent-to-use	85/969965	6/25/2013	4484452	2/18/2014
SOLSTICE	Mexico	1391812	7/11/2013	1413574	11/26/2013
SOLSTICE	Mexico	1391811	7/11/2013	1413573	11/26/2013
Celebrate Cantina Thins	U.S.	86/284840	5/19/2014	N/A	N/A
Celebrate Your Victories!	U.S.	86/284527	5/18/2014	N/A	N/A
Thin Chip Dip	U.S.	86/272662	5/6/2014	4693630	2/24/2015
Black Diamond	U.S.	86/089077	10/11/2013	4937156	4/12/2016

MARK	COUNTRY	APP. NO.	FILING DATE	REG. NO.	REG. DATE
CANTINA SALSA	U.S. Intent-to-use	86/573663	3/23/2015	N/A	N/A
FIESTA DIPPIN' CHIPS	U.S. Intent-to-use	86/572783	3/23/2015	N/A	N/A
GOOD TASTE WORTH SHARING	U.S. Intent-to-use	86/572852	3/23/2015	N/A	N/A
MI CANTINA	U.S. Intent-to-use	86/743126	8/31/2015	N/A	N/A
CAFÉ STYLE (Block letters)	U.S. Intent-to-use	86/673,463	6/24/2015	N/A	N/A
CAFÉ STYLE (and banner design – B&W)	U.S. Intent-to-use	86/730,370	8/19/2015	N/A	N/A
CAFÉ STYLE (and banner design – color)	U.S. Intent-to-use	86/730,396	8/19/2015	N/A	N/A
HARVEST COLLECTION	U.S. Intent-to-use	86/324,917	6/30/2014	N/A	N/A
Truco Man Logo 1	U.S. Intent-to-use	86/977,242	10/16/2013	4,867,247	12/8/2015
Truco Man Logo	U.S. Intent-to-use	85/969,965	6/25/2013	4,484,452	2/18/2014
Black Diamond mark	U.S. Intent-to-use	86/962,430	4/03/2016	N/A	N/A

¹ Filing being made to correct the jurisdiction of organization of the owner, Truco Enterprises LP.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of _____, 20____ by and between TRUCO ENTERPRISES, LP, a Delaware limited partnership (“Grantor”), in favor of MIDCAP FINANCIAL TRUST, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee, and certain other parties including certain guarantors and certain financial institutions are parties to that certain Credit and Guaranty Agreement dated as of April 26, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of April 26, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to, among other things, all of Grantor’s now existing and hereafter Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the “USPTO”).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and

all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all royalties, fees, income, payments and other proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. As of the date of this Supplement, Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and applications for Trademarks pending with the USPTO owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Counterparts. This Supplement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Supplement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

TRUCO ENTERPRISES, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, as
Administrative Agent

By: Apollo Capital Management, L.P.
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name:
Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademarks

Trademark	Jurisdiction	Serial No./ Filing Date	Registration No. /Date Registered

Trademark Applications

Trademark	Jurisdiction	Serial No./ Filing Date