

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juanita's Foods		09/22/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86665521	PICO PICANTE	
Serial Number:	86434451	POZOLITO	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	10/25/2016		
Total Attachments: 7			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Juanita's Foods)**

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 22, 2016 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. In connection with the terms of the Security Agreement, Grantor executed an Intellectual Property Security Agreement dated October 2, 2014 (the "Prior Agreement") wherein Grantor granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the intellectual property rights (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached to the Prior Agreement).

C. The parties desire to amend and restate the Prior Agreement in accordance with the terms of this 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

1. 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.

2. 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.

3. 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.

4. 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.

5. This Agreement amends, restates and replaces the Prior Agreement in its entirety.

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

Address of Grantor:

Juanita's Foods
645 Eubank Avenue
Wilmington, CA 90744

JUANITA'S FOODS

By: 

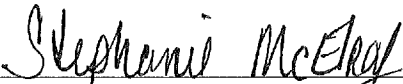
Title: CEO

Address of Bank:

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

BANK:

COMERICA BANK

By: 

Title: SVP

[Signature Page to Amended and Restated Intellectual Property Security Agreement (12856153)]

TRADEMARK
REEL: 005907 FRAME: 0291

EXHIBIT A

Copyrights

None.

[Exhibit A]

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TRADEMARK
REEL: 005907 FRAME: 0292

EXHIBIT B

Patents



None.

[Exhibit B]

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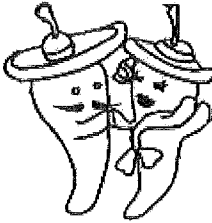

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PICO PICA	73/371074	6/23/82	1,264,398	1/17/84
Menudito	73/371133	6/23/82	1,265,854	1/31/84
	73/371259	6/24/82	1,291,359	8/21/84
Juanita's	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]

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Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	77/770545	6/29/09	3,744,537	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
PICO PICANTE	86/665521	6/17/15	n/a	n/a
POZOLITO	86/434451	10/24/14	n/a	n/a

[Exhibit C]

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