

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESPERANZA TRADEMARK HOLDINGS, LLC		10/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3200538	E	
Registration Number:	4602117	E	
Registration Number:	4371546	ESPERANZA	
Registration Number:	4469647	ESPERANZA	
CORRESPONDENCE DATA			
Fax Number:	2027875520		
<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:	2027875523		
Email:	ilona@morriskamlay.com		
Correspondent Name:	MORRIS & KAMLAY LLP		
Address Line 1:	1911 FORT MYER DRIVE		
Address Line 2:	SUITE 1050		
Address Line 4:	ARLINGTON, VIRGINIA 22209		
NAME OF SUBMITTER:	ILONA WORMACK		
SIGNATURE:	/Ilona Wormack/		
DATE SIGNED:	01/18/2018		
Total Attachments: 4			
source=Short_Form_TM_Agreement_signed#page1.tif			

OP \$115.00 3200538

source=Short_Form_TM_Agreement_signed#page2.tif
source=Short_Form_TM_Agreement_signed#page3.tif
source=Short_Form_TM_Agreement_signed#page4.tif

SHORT-FORM TRADEMARK SECURITY AGREEMENT

This SHORT-FORM TRADEMARK SECURITY AGREEMENT, effective as of October 27, 2017 (the "Agreement"), is executed by Esperanza Trademark Holdings, LLC, a Delaware limited liability company (the "Grantor"), for the benefit of Goldman Sachs Bank USA, a New York state member bank (together with its successors and assigns, "Secured Party"). Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.

WHEREAS, the parties hereto, have executed the Trademark Security Agreement dated as of October 27, 2017 (the "Trademark Security Agreement"), pursuant to which Grantor grants to Secured Party a security interest in certain Trademark Collateral, including those trademarks set forth in Schedule A hereto; and

WHEREAS, Secured Party now wishes to file notice of its security interest with the United States Patent and Trademark Office;

NOW THEREFORE; for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest.

(a) As security for payment of all sums due in respect of the Loan and the performance of all other terms, conditions and covenants of the Trademark Security Agreement and any other Loan Document on Borrower's part to be paid and performed, Grantor, pursuant to and in accordance with the Trademark Security Agreement, did and hereby does pledge, bargain, sell, convey, assign, set over, mortgage, transfer, deliver and grant to Secured Party a security interest in, and continuing lien on, all right, title, and interest in, to and under any and all of the Trademark Collateral. It is the intent of the parties that Grantor grants a security interest in the Trademark Collateral and neither this Agreement nor the Trademark Security Agreement is intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

(b) The security interests granted to the Secured Party herein are granted in furtherance of, and not in limitation of, the security interests granted to the Secured Party pursuant to the Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Trademark Security Agreement. In the event of any conflict between the terms of this Agreement and the Trademark Security Agreement, the terms of the Trademark Security Agreement shall govern.

(c) The Grantor authorizes and requests the filing and recordation of the security interest in the trademarks listed in Schedule A hereto with the United States Patent and Trademark Office.

Section 2. Termination. This Agreement and the security interest granted hereby shall terminate in accordance with the terms of the Trademark Security Agreement.

Section 3. Incorporation by Reference. The provisions of Section 6 through Section 9 of the Trademark Security Agreement are hereby incorporated by reference, and shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

Esperanza-Trademark Holdings, LLC

By: _____

Name: Lorin Cortina

Title: Executive Vice President

SECURED PARTY:

Goldman Sachs Bank USA

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

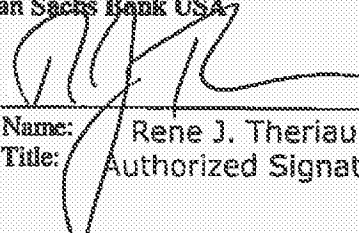
GRANTOR:

Esperanza Trademark Holdings, LLC

By: _____
Name: Lorin Cortina
Title: Executive Vice President

SECURED PARTY:

Goldman Sachs Bank USA

By:  _____
Name: Rene J. Theriault
Title: Authorized Signatory

SCHEDULE A
TO SHORT-FORM TRADEMARK
SECURITY AGREEMENT

TRADEMARKS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGIST. NO.</u>	<u>REG. DATE</u>	<u>JURIS- DICTION</u>	<u>CLASS/ STATUS</u>
"E" design and logo	78616657	3200538	1/23/07	U.S.	35, 36/ Registered
"E" design and logo	85784312	4602117	9/09/14	U.S.	25/ Registered
"Esperanza"	85783118	4371546	7/23/13	U.S.	43/Registered
"Esperanza"	85935385	4469647	1/21/14	U.S.	35, 36/ Registered

[NEW YORK 3428724_1]

RECORDED: 01/18/2018

TRADEMARK
REEL: 006253 FRAME: 0144