

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Anita's Mexican Foods Corp.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) May 9, 2018

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Woodforest National Bank

Internal

Address: Loan Operations

Street Address: 25231 Grogan's Mill, Suite 450

City: The Woodlands

State: Texas

Country: United States Zip: 77380

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_  
 Other Banking Assoc.    Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
 See Attached

B. Trademark Registration No.(s)  
 See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
 See Attached

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Lien Solutions

Internal Address: Senior Service Team Manager

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 880-342-3676 Ext. 4065

Fax Number: \_\_\_\_\_

Email Address: susan.obrien@wolterskluwer.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers 0974  
 Expiration Date 3/21

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Angela Brown  
ANGELA BROWN  
 Signature  
 Name of Person Signing

7-2-2018  
 Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

**TRADEMARK**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/App. Number</u>	<u>Registration/App. Date</u>
Anita's Mexican Foods Corp.	Flour Tortillas Texas Style for Fajitas and Design-flour tortillas	1439375 (USA)	5/12/1987
Anita's Mexican Foods Corp.	La Reina -corn tortilla, flour tortillas, tortilla chips, and nacho rounds	1529900 (USA)	3/14/1989
Anita's Mexican Foods Corp.	La Reina- food products, namely, pork rinds	2312275 (USA)	1/25/2000
Anita's Mexican Foods Corp.	La Reina and Design (Queen with scepter)- tortilla chips, taco shells, and tortillas	3825905 (USA)	7/27/2010
Anita's Mexican Foods Corp.	Villa Victoria- Mexican food products, namely, tortillas, taco shells, and tostada shells	1286273 (USA)	7/17/1984
Anita's Mexican Foods Corp.	Taco Man- frozen burritos	2396041 (USA)	10/17/2000
Anita's Mexican Foods Corp.	Taco Man- taco shells	86/903964 (USA)	2/10/2016
Anita's Mexican Foods Corp.	Rancho Victoria Wheat Flour Tortillas and Design- corn tortillas, flour tortillas, taco shells, tostada shells, and tortilla chips	4513651 (USA)	4/15/2014
Anita's Mexican Foods Corp.	La Tolteca and Design- tortillas, chips, masa, spices and other Mexican food products	114045 (CA)	4/13/2010
Anita's Mexican Foods Corp.	Rancho Victoria- corn tortillas, flour tortillas, taco shells, tostada shells and tortilla chips	40-1059073 (South Korea)	9/17/2014

Anita's Mexican Foods Corp.	Rancho Victoria Wheat Flour Tortillas and Design- corn tortillas, flour tortillas, taco shells, tostada shells, and tortilla chips	40-1058380 (South Korea)	9/15/2014
Anita's Mexican Foods Corp.	Villa Victoria-tortillas, taco shells, and tostada shells	40-1039717 (South Korea)	5/29/2014

## GRANT OF TRADEMARK SECURITY INTEREST

DATED: May 9, 2018

**WHEREAS**, ANITA'S MEXICAN FOODS CORP., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor, OLD PUEBLO RANCH INC., a California corporation, and ANITA'S SNACK FOODS CORP., a Tennessee corporation (individually and collectively, "**Company**") and WOODFOREST NATIONAL BANK, a national banking association ("**Secured Party**") have entered into that certain Loan Agreement, dated as of May 9, 2018 (said Loan Agreement, as it may heretofore have been and as it may hereafter be amended, restated or replaced from time to time, the "**Loan Agreement**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 9, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement), among Grantor, the other Borrowers and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party, to secure the Secured Obligations, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

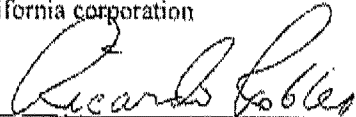
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature page(s) follows.]*

**IN WITNESS WHEREOF.** Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

ANITA'S MEXICAN FOODS CORP.,  
a California corporation

By:   
Name: Ricardo Robles  
Title: Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest (Anita's Mexican Foods Corp.)]