

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teasdale Foods, Inc.		02/26/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88153022	SIMPLY ESPECIAL	
Serial Number:	87927467	UNMEXPECTED	
Serial Number:	87902766	TEASDALE LATIN FOODS	
Serial Number:	87902789	TEASDALE LATIN FOODS	
Serial Number:	87902779	TEASDALE LATIN FOODS	
Serial Number:	87902753	TEASDALE LATIN FOODS	
Serial Number:	87900117	DELICIOSA Y SABROSA RUDY'S TORTILLAS SIN	
Serial Number:	87880105	RUDY'S TORTILLAS	
Serial Number:	87652324	JARDINE'S	
Serial Number:	87652340	JARDINES	
Serial Number:	87555360	SOUTHWEST CILANTRO	
Serial Number:	87457235	HARVESTED IN THE LAND OF THE SUN	
Serial Number:	86981045	ZATECA	
Serial Number:	86983761	ZATECA	
Serial Number:	86976112	FROM FARM TO FAMILY	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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>			

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Phone: 2127905315
Email: dnelson@kslaw.com
Correspondent Name: Danielle Nelson c/o King & Spalding LLP
Address Line 1: 1185 Avenue of the Americas
Address Line 2: FL 35
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 23743.15001

NAME OF SUBMITTER: Danielle Nelson

SIGNATURE: /s/ Danielle Nelson

DATE SIGNED: 02/27/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2019, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Antares Capital LP (as assignee of General Electric Capital Corporation) (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of October 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to First Lien Credit Agreement, dated as of January 7, 2016, that certain Consent and Second Amendment to First Lien Credit Agreement, dated as of June 16, 2016, that certain Third Amendment to First Lien Credit Agreement, dated as of April 25, 2017, that certain Fourth Amendment to the First Lien Credit Agreement, dated as of June 30, 2017, that certain Fifth Amendment to the First Lien Credit Agreement, dated as of June 27, 2018, and that certain Limited Waiver and Sixth Amendment to the First Lien Credit Agreement, dated as of February 4, 2019, the “Credit Agreement”), by and among Teasdale Foods, Inc., a Delaware corporation, as the borrower (the “Borrower”), Familia Intermediate Holdings I Corp., a Delaware corporation (“Holdings”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as the Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Guaranty and Security Agreement dated as of October 28, 2014 in favor of the Agent (as such agreement may be mended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Guaranty and Security Agreement, the Grantor is required to executed and deliver a supplemental Trademark Security Agreement from time to time pursuant to the terms therein;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

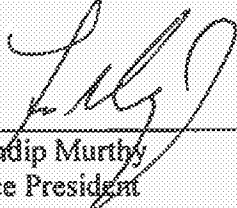
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TEASDALE FOODS, INC., as the Grantor

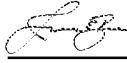
By: 
Name: Sundip Murthy
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006574 FRAME: 0730

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as the Agent

By:  _____

Name: Jonathan Balch

Title: Duly Authorized Signatory




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006574 FRAME: 0731

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations, Applications and IP Licenses

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>Class(es)</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
SIMPLY ESPECIAL	29, 30	Teasdale Foods, Inc.	88/153022		10/12/2018	
UNMEXPECTED	29, 30	Teasdale Foods, Inc.	87/927467		5/18/2018	
TEASDALE LATIN FOODS and Design 	30	Teasdale Foods, Inc.	87/902766		5/1/2018	
TEASDALE LATIN FOODS and Design 	29	Teasdale Foods, Inc.	87/902789	5617383	5/1/2018	11/27/2018
TEASDALE LATIN FOODS	29	Teasdale Foods, Inc.	87/902779	5627754	5/1/2018	12/11/2018
TEASDALE LATIN FOODS	30	Teasdale Foods, Inc.	87/902753		5/1/2018	
RUDY'S TORTILLAS SINCE 1945 DELICIOSA Y SABROSA PREMIUM QUALITY and Design 	30	Teasdale Foods, Inc.	87/900117		4/30/2018	
RUDY'S TORTILLAS	30	Teasdale Foods, Inc.	87/880105		4/17/2018	
JARDINE'S	30	Teasdale Foods, Inc.	87/652324	5428542	10/19/2017	3/20/2018
JARDINES	30	Teasdale Foods, Inc.	87/652340	5366661	10/19/2017	12/26/2017
SOUTHWEST CILANTRO	30	Teasdale Foods, Inc.	87/555360	5427038	8/3/2017	3/20/2018
HARVESTED IN THE LAND OF THE SUN	30	Teasdale Foods, Inc.	87/457235	5429923	5/19/2017	3/20/2018
ZATECA	30	Teasdale Foods, Inc.	86/981045	5130495	3/23/2015	1/24/2017
ZATECA	30	Teasdale Foods, Inc.	86/983761	5470197	3/23/2015	5/15/2018
FROM FARM TO FAMILY	30	Teasdale Foods, Inc.	86/976112	4721708	9/23/2013	4/14/2015

2. TRADEMARK APPLICATIONS

NONE

3. IP LICENSES

NONE