

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM511906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mesa Foods, LLC		02/26/2019	Limited Liability Company: DELAWARE
Teasdale Foods, Inc.		02/26/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ACAS, LLC, as Agent
Street Address:	245 Park Avenue, 44th Floor
Internal Address:	c/o Ares Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	1628514	
Registration Number:	1481771	MESA
Serial Number:	88153022	SIMPLY ESPECIAL
Serial Number:	87927467	UNMEXPECTED
Serial Number:	87902766	TEASDALE LATIN FOODS
Registration Number:	5617383	TEASDALE LATIN FOODS
Registration Number:	5627754	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
Registration Number:	5428542	JARDINE'S
Registration Number:	5366661	JARDINES
Registration Number:	5427038	SOUTHWEST CILANTRO
Registration Number:	5429923	HARVESTED IN THE LAND OF THE SUN
Registration Number:	5130495	ZATECA
Registration Number:	5470197	ZATECA
Registration Number:	4755434	MEXENE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4498234	SONTAVA!
Registration Number:	4721708	FROM FARM TO FAMILY
Registration Number:	4513882	CAMPFIRE ROASTED
Registration Number:	3779260	FRESH FROM HOME
Registration Number:	4067534	VIVA MEXICO!
Registration Number:	3582118	5-STAR
Registration Number:	3204068	7J RANCH
Registration Number:	1915258	7J RANCH
Registration Number:	2941996	SALSA BOBOS
Registration Number:	2916914	¡VIVA MEXICO!
Registration Number:	2645753	COWPOKE ARTICHOKE
Registration Number:	2727959	PRAIRIE PEACH
Registration Number:	1894674	MAGIC GARDEN
Registration Number:	1725992	CASA FIESTA
Registration Number:	1700718	TEXASALSA
Registration Number:	1646199	5-STAR
Registration Number:	1647596	TEXARITA
Registration Number:	1642193	QUESO LOCO
Registration Number:	1589201	KILLER
Registration Number:	1594477	TEXAS RED SNAPPER
Registration Number:	1607552	TEXAS CAVIAR
Registration Number:	1526014	TEXAS CHAMPAGNE
Registration Number:	1465708	D. L. JARDINE'S
Registration Number:	1458598	SHOTGUN WILLIE'S
Registration Number:	1458599	D. L. JARDINE'S
Registration Number:	1456732	TEXACANTE
Registration Number:	1401433	CASA FIESTA
Registration Number:	1331078	CASA FIESTA

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/27/2019
Total Attachments: 9 source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page1.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page2.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page3.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page4.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page5.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page6.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page7.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page8.tif source=Teasdale - Second Lien Trademark Security Agreement (February 2019) (Executed)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2019, is made by the entities listed on the signature pages hereof (the "Grantors"), in favor of ACAS, LLC (formerly known as American Capital, Ltd., "ACAS"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Loan 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 Second Lien Loan Agreement, dated as of January 7, 2016, that certain Second Amendment to Second Lien Loan Agreement, dated as of June 16, 2016, that certain Third Amendment to Second Lien Loan Agreement, dated as of April 25, 2017, that certain Fourth Amendment to the Second Lien Loan Agreement, dated as of June 30, 2017, that certain Fifth Amendment to the Second Lien Loan Agreement, dated as of January 25, 2019, and that certain Limited Waiver and Sixth Amendment to Second Lien Loan Agreement, dated as of February 4, 2019, the "Loan Agreement"), by and among Teasdale Foods, Inc., a Delaware corporation, as the borrower (the "Borrower"), Familia Intermediate Holdings I Corp., a Delaware corporation, Familia Foods, Inc., a Delaware corporation, Familia Intermediate Holdings II Corp., a Delaware corporation, each other Person party thereto that is designated as a "Credit Party", the Lenders from time to time party thereto and ACAS, as the Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are parties to that Second Lien Guaranty and Security Agreement dated as of October 28, 2014 in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guaranty and Security Agreement");

WHEREAS, the Grantors are parties to that certain Trademark Security Agreement, dated as of October 28, 2014, in favor of Agent (under its previous name, American Capital, Ltd.), which was recorded with the United States Patent and Trademark Office on November 3, 2014, at Reel 5393, Frame 0394 (the "Existing Trademark Security Agreement"); and

WHEREAS, pursuant to the Loan Agreement and the Second Lien Guaranty and Security Agreement, the Grantors are required to execute and deliver a supplemental Trademark Security Agreement from time to time pursuant to the terms therein;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantors, 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 Grantors, hereby (i) reaffirm the continued effectiveness of the Existing Trademark Security Agreement and (ii) mortgage, pledge and hypothecate to the Agent for the benefit of the Secured Parties, and grant 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 Grantors (the "Trademark Collateral"):

(a) all of their Trademarks and all IP Licenses providing for the grant by or to the Grantors 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. Second Lien 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 Second Lien Guaranty and Security Agreement and the Grantors hereby acknowledge and agree 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors 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.

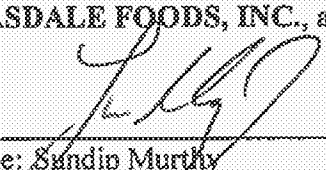
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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 Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MESA FOODS, LLC, as a Grantor
TEASDALE FOODS, INC., as a Grantor

By: 
Name: Sandip Murthy
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:




ACAS, LLC, as the Agent


By: Michael L. Smith
Name: MICHAEL L. SMITH
Title: AUTHORIZED SIGNATORY

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>
	30	Mesa Foods, LLC	74/013029	1628514	12/21/1989	12/18/1990
MESA	30	Mesa Foods, LLC	73/656954	1481771	4/23/1987	03/22/1988
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	

<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>
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
MEXENE	30	Teasdale Foods, Inc.	86/433005	4755434	10/23/2014	6/16/2015
SONTAVA!	30	Teasdale Foods, Inc.	86/078643	4498234	9/30/2013	3/18/2014
FROM FARM TO FAMILY	30	Teasdale Foods, Inc.	86/976112	4721708	9/23/2013	4/14/2015

<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>
CAMPFIRE ROASTED	30	Teasdale Foods, Inc.	86/031717	4513882	8/7/2013	4/15/2014
FRESH FROM HOME	30	Teasdale Foods, Inc.	77/681162	3779260	3/2/2009	4/20/2010
VIVA MEXICO!	29	Teasdale Foods, Inc.	77/543527	4067534	8/11/2008	12/6/2011
5-STAR	30	Teasdale Foods, Inc.	77/149731	3582118	4/5/2007	3/3/2009
7J RANCH	30	Teasdale Foods, Inc.	78/881901	3204068	5/11/2006	1/30/2007
7J RANCH	30	Teasdale Foods, Inc.	74/567788	1915258	8/30/1994	8/29/1995
SALSA BOBOS	30	Teasdale Foods, Inc.	78/396189	2941996	4/5/2004	4/19/2005
¡VIVA MEXICO!	29, 30	Teasdale Foods, Inc.	76/476021	2916914	12/16/2002	1/11/2005
COWPOKE ARTICHOKE	30	Teasdale Foods, Inc.	76/376900	2645753	3/4/2002	11/5/2002
PRAIRIE PEACH	30	Teasdale Foods, Inc.	76/318119	2727959	9/25/2001	6/17/2003
MAGIC GARDEN	30	Teasdale Foods, Inc.	74/458565	1894674	11/16/1993	5/16/1995
CASA FIESTA	29, 30	Teasdale Foods, Inc.	74/240211	1725992	1/27/1992	10/20/1992
TEXASALSA	30	Teasdale Foods, Inc.	74/193139	1700718	8/9/1991	7/14/1992
5-STAR	30	Teasdale Foods, Inc.	74/076165	1646199	7/6/1990	5/28/1991
TEXARITA	32	Teasdale Foods, Inc.	74/076166	1647596	7/6/1990	6/11/1991

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QUESO LOCO	30	Teasdale Foods, Inc.	74/035157	1642193	3/5/1990	4/23/1991
KILLER	30	Teasdale Foods, Inc.	73/818529	1589201	8/10/1989	3/27/1990
TEXAS RED SNAPPER	32	Teasdale Foods, Inc.	73/788522	1594477	3/23/1989	5/1/1990
TEXAS CAVIAR	29	Teasdale Foods, Inc.	73/788564	1607552	3/23/1989	7/24/1990
TEXAS CHAMPAGNE	30	Teasdale Foods, Inc.	73/737944	1526014	7/5/1988	2/21/1989
D. L. JARDINE'S	29	Teasdale Foods, Inc.	73/644456	1465708	2/13/1987	11/17/1987
SHOTGUN WILLIE'S	30	Teasdale Foods, Inc.	73/644457	1458598	2/13/1987	9/22/1987
D. L. JARDINE'S	30	Teasdale Foods, Inc.	73/644458	1458599	2/13/1987	9/22/1987
TEXACANTE	30	Teasdale Foods, Inc.	73/644459	1456732	2/13/1987	9/8/1987
	29, 30	Teasdale Foods, Inc.	73/541373	1401433	6/5/1985	7/15/1986
CASA FIESTA	29	Teasdale Foods, Inc.	73/447864	1331078	10/13/1983	4/16/1985

2. TRADEMARK APPLICATIONS

NONE

3. IP LICENSES

NONE