

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mi Pueblo Newco, LLC		06/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	115 S. LaSalle Street		
Internal Address:	25W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4828145	LOS ALTOS RANCH MARKET	
Registration Number:	4738521	PRO'S RANCH MARKETS	
Registration Number:	4754849	PRO'S RANCH MARKETS	
Registration Number:	3637734	RANCHIE THE BULL	
Registration Number:	3576655	MI PUEBLO MP	
Registration Number:	4099200	MP FOOD CENTER	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	44050-1		
NAME OF SUBMITTER:	Amanda Cirella		

CH \$165.00 4828145

SIGNATURE:	//Amanda Cirella//
DATE SIGNED:	06/18/2019
Total Attachments: 5 source=Cardenas - Trademark Security Agreement - Mi Pueblo and Los Altos (Executed)_(62109157_2)#page1.tif source=Cardenas - Trademark Security Agreement - Mi Pueblo and Los Altos (Executed)_(62109157_2)#page2.tif source=Cardenas - Trademark Security Agreement - Mi Pueblo and Los Altos (Executed)_(62109157_2)#page3.tif source=Cardenas - Trademark Security Agreement - Mi Pueblo and Los Altos (Executed)_(62109157_2)#page4.tif source=Cardenas - Trademark Security Agreement - Mi Pueblo and Los Altos (Executed)_(62109157_2)#page5.tif	

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 10, 2019, is made by Los Altos Ranch Market Acquisition, LLC, a Delaware limited liability company and Mi Pueblo Newco, LLC, a Delaware limited liability company (each a “Grantor” and collectively the “Grantors”), in favor of Bank of Montreal, as collateral agent (in such capacity, the “Collateral Agent”) in connection with that certain Credit Agreement, dated as of November 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Cardenas Holdings LLC, as Holdings (“Holdings”), Cardenas Markets LLC, a Delaware limited liability company and wholly-owned subsidiary of Holdings (the “Borrower”, on its own behalf and as successor by merger of Train Merger Sub LLC, a Delaware limited liability company), the Lenders from time to time party thereto and Bank of Montreal, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of November 29, 2016 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on **Schedule A** hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon

such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

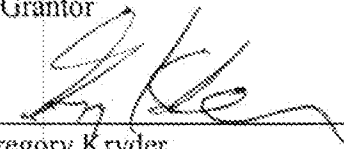
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


LOS ALTOS RANCH MARKET
ACQUISITION, LLC,
as a New Grantor

By: 
Name: Gregory Kryder
Title: Chief Financial Officer

MI PUEBLO NEWCO, LLC,
as a New Grantor

By: 
Name: Gregory Kryder
Title: Chief Financial Officer

BANK OF MONTREAL,
as the Collateral Agent

By: 

Name:

Title:

**Lindsay L. Goetz
Managing Director**

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Owner
GOT MASA?	US State (AZ)	REGISTERED	--	--	05-DEC-2017	9042146	LOS ALTOS RANCH MARKET ACQUISITION, LLC
LOS ALTOS RANCH MARKET	US Federal	REGISTERED	18-JUN-2014	86313820	06-OCT-2015	4828145	LOS ALTOS RANCH MARKET ACQUISITION, LLC
PRO'S RANCH MARKETS	US Federal	REGISTERED	17-SEP-2014	86397240	19-MAY-2015	4738521	LOS ALTOS RANCH MARKET ACQUISITION, LLC
PRO'S RANCH MARKETS (& Design) 	US Federal	REGISTERED	17-SEP-2014	86397250	16-JUN-2015	4754849	LOS ALTOS RANCH MARKET ACQUISITION, LLC
RANCHIE THE BULL (& Design) 	US Federal	REGISTERED	01-MAY-2008	77463071	16-JUN-2009	3637734	LOS ALTOS RANCH MARKET ACQUISITION, LLC
MI PUEBLO MP (& Design) 	US Federal	REGISTERED	16-JUL-2007	76978829	17-FEB-2009	3576655	MI PUEBLO NEWCO, LLC
MP FOOD CENTER (& Design) 	US Federal	REGISTERED	04-SEP-2009	76699342	14-FEB-2012	4099200	MI PUEBLO NEWCO, LLC