

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evans Food Group Ltd.		08/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2785360	PORKIES	
Registration Number:	3410377	LA TOÑITA	
Registration Number:	5492588	FLAVOR WORTH CRAVING	
Registration Number:	5581169	BRING HOME THE CRUNCH	
Registration Number:	2492366		
Registration Number:	2230908	CROOKED CREEK	
Registration Number:	1314857	BAC'N CHIPS	
Registration Number:	1257719	EVANS	
Registration Number:	1261053	EVANS	
Registration Number:	1336963	ORIGINAL	
Registration Number:	1245679	HOT & SPICY	
Registration Number:	1193711	MAC'S	
Registration Number:	5468983	MAC'S	
Registration Number:	5468982	MAC'S	
Registration Number:	5476684	MIX FIX	
Registration Number:	5675847	MIX FIX	
Registration Number:	5704315		
Registration Number:	3416117	DOMINGO'S	
Registration Number:	5817531	GAYTAN FOODS	

OP \$665.00 2785360

Property Type	Number	Word Mark
Serial Number:	88121087	GOLDEN CRACKLINS
Serial Number:	87373386	PÖRQ
Serial Number:	87373776	SHOTZ
Serial Number:	87373713	SHOTZ!
Serial Number:	88245920	CAZO DE ORO
Serial Number:	88245921	CAZO DE ORO
Serial Number:	88348052	DALE CHICHARRÓN

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	08/02/2019

Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2019, is made by Evans Food Group Ltd., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 2, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as defined therein), Holdings (as defined therein), the other Credit Parties (as defined therein) from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto and Antares Capital, as 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 Guarantors have agreed, pursuant to a Guaranty and Security Agreement dated as of August 2, 2019, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, 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 such 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 such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, owned by such Grantor, including, without limitation, those referred to on Schedule 1 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, to the extent required by the Guaranty and Security Agreement, 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; Facsimile Signature. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[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.

EVANS FOOD GROUP LTD.

By: 

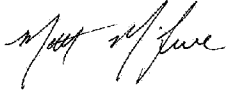
Christopher McRorie, Vice President, General
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006711 FRAME: 0566

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent



By: _____

Name: Matt McLure

Title: Duly Authorized Signatory






[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006711 FRAME: 0567

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
PORKIES	US	76222545	03/09/2001	2785360	11/25/2003
LA TOÑITA	US	78569993	02/17/2005	3410377	04/08/2008
FLAVOR WORTH CRAVING	US	86818107	11/12/2015	5492588	06/12/2018
BRING HOME THE CRUNCH	US	86818120	11/12/2015	5581169	10/9/2019
(Design) 	US	76090826	07/18/2000	2492366	09/25/2001
CROOKED CREEK	US	75493797	06/01/1998	2230908	03/09/1999
BAC'N CHIPS	US	73371562	06/25/1982	1314857	01/15/1985
EVANS (stylized) 	US	73328735	09/18/1981	1257719	11/15/1983
EVANS (& design) 	US	73328736	09/18/1981	1261053	12/13/1983
ORIGINAL (& design)  	US	73327778	09/14/1981	1336963	05/21/1985
Hot & Spicy	US	73282292	10/20/1980	1245679	07/12/1983

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
MAC'S (stylized) 	US	73164123	03/29/1978	1193711	04/13/1982
MAC'S	US	87/639,923	10/10/2017	5468983	5/15/2018
MAC'S (logo) 	US	87/639,917	10/10/2017	5468982	5/15/2018
MIX FIX	US	87/373,379	3/16/017	5476684	5/22/2018
MIX FIX (& design) 	US	87/373,382	3/16/2017	5675847	2/12/2019
	US	87/647,004	10/16/2017	5704315	3/19/2019
	US	78/901,472	6/6/2006	3416117	4/22/2008
GAYTAN FOODS	US	87/949,239	6/5/2018	5817531	7/30/2019

2. TRADEMARK APPLICATIONS

Mark	Jurisdiction	App. No.	App. Date
GOLDEN CRACKLINS	US	88/121087	9/18/2018
PÖRQ	US	87/373,386	3/16/2017
SHOTZ	US	87/373,776	3/16/2017
SHOTZ!	US	87/373,713	3/16/2017
CAZO DE ORO	US	88/245920	12/31/2018
CAZO DE ORO (& Design) 	US	88/245921	12/31/2018
DALE CHICHARRÓN	US	88/348052	3/20/2019