

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Better 4 You Breakfast, Inc.		08/16/2019	Corporation: CALIFORNIA
Balance Foods, LLC		08/16/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank Leumi		
Street Address:	579 Fifth Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5511888	BANDIT'S BOUNTY	
Registration Number:	5511816	BANDIT'S BOUNTY	
Registration Number:	4211266	POPTILLAS	
Registration Number:	4234553	BAKED WISDOM	
Registration Number:	4129825	TAQUILITOS	
Registration Number:	4144188	RISKETOS	
Registration Number:	4129818	GUSANITOS	
Registration Number:	4129817	CHURRISKIS	
Registration Number:	4144176	RISITONES	
Serial Number:	88136796	LA LONCHERA FOODS	
Registration Number:	4836596	B4YM	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254000		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		

CH \$290.00 5511888

Address Line 1: Stradling Yocca Carlson & Rauth, P.C.
Address Line 2: 660 Newport Center Drive, Suite 1600
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER: 104763-0009

NAME OF SUBMITTER: Arnold Mina

SIGNATURE: /Arnold Mina/

DATE SIGNED: 08/19/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of August 16, 2019, is made by Better 4 You Breakfast, Inc., a California corporation (“**Borrower**”), and Balance Foods, LLC, a California limited liability company (“**Balance**” and together with Borrower, collectively and jointly and severally referred to herein as “**Grantor**”) in favor of Bank Leumi (the “**Secured Party**”).

Grantor, certain affiliated parties and Secured Party have entered into various loan documents as of even date herewith, including a Security Agreement dated as of even date herewith (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and trademark applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

4. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of California.

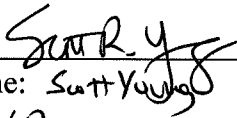
[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY


Bank Leumi

By: 
Print Name: Thomas Bell
Title:

By: 
Print Name: Scott Young
Title: VP

GRANTOR

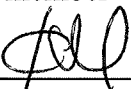
Better 4 You Breakfast, Inc.

By: 
Print Name: Fernando Castillo
Title: President, Chief Executive Officer

GRANTOR

Balance Foods, LLC

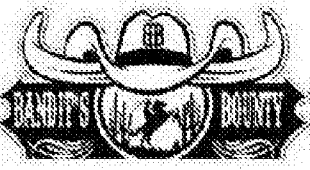
By: Better 4 You Breakfast, Inc.
its sole member

By: 
Print Name: Fernando Castillo
Title: President, Chief Executive Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

Mark	Reg. No./ Date	Grantor
	Reg. No. 5511888 July 10, 2018	Balance Foods, LLC
BANDIT'S BOUNTY	Reg. No. 5511816 July 10, 2018	Balance Foods, LLC
POPTILLAS	Reg. No. 4211266 September 18, 2012	Balance Foods, LLC
BAKED WISDOM	Reg. No. 4234553 October 30, 2012	Balance Foods, LLC
TAQUILTOS	Reg. No. 4129825	Balance Foods, LLC
RISKETOS	Reg. No. 4144188	Balance Foods, LLC
GUSANITOS	Reg. No. 4129818	Balance Foods, LLC
CHURRISKIS	Reg. No. 4129817	Balance Foods, LLC
RISITONES	Reg. No. 4144176	Balance Foods, LLC
LA LONCHERA FOODS	Appl. No. 88136795 Filed September 28, 2018	Better 4 You Breakfast, Inc.
B4YM	Reg. No. 4836596 October 20, 2015	Better 4 You Breakfast, Inc.