

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jaleo Management LLC		10/29/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	21 Scarsdale Road		
City:	Yonkers		
State/Country:	NEW YORK		
Postal Code:	10707		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87904276	BOQUERIA	
Serial Number:	87904299	BOQUERIA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ted Mulligan		
SIGNATURE:	/tedmulligan/		
DATE SIGNED:	10/31/2019		
Total Attachments: 6			
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RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

THIS RATIFICATION AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT (this “**Ratification**”), dated as of October 29, 2019, is made by Jaleo Management LLC, a New York limited liability company (the “**Grantor**”), in favor of Sterling National Bank (the “**Secured Party**”).

RECITALS:

WHEREAS, the Grantor and the Secured Party have previously entered into the Trademark Security Agreement, dated as of September 20, 2017, which Trademark Security Agreement was filed with the United States Patent and Trademark Office on September 21, 2017 at Reel 6158, Frame 0883 (the “**Trademark Agreement**”), and

WHEREAS, the Grantor, certain of its affiliates, and the Secured Party have entered into or are about to enter into, among other things, that certain Amendment No. 1 to Credit Agreement and Joinder, dated as of the date hereof (“**Amendment No. 1**”);

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. **Existing Defined Terms.** Except as otherwise defined in this Ratification, terms defined in the Trademark Agreement (or by reference therein) shall have the same meaning when used herein.

2. **Ratification of Trademark Agreement.** The Grantor hereby ratifies and agrees to perform and be bound by, the Trademark Agreement.

3. **Amendment of Schedule.** Schedule 1 to the Trademark Agreement is hereby amended and restated in its entirety by substituting therefor Schedule 1 attached hereto.

4. **Confirmation and Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Credit Agreement, as amended by Amendment No. 1), and ratifying, confirming and supplementing the Grantor’s prior grant of security interests in all of the Grantor’s right, title and interest in or to the Trademarks and other Trademark Collateral, the Grantor, pursuant to the Security Agreement and the Trademark Agreement did, and hereby does, grant to the Secured Party and acknowledges and agrees that the Secured Party has and shall continue to have, a security interest in all of the Grantor’s right, title and interest in or to the Trademarks and the other Trademark Collateral.

5. **Effect.** Except as expressly provided herein, no amendments or modifications to the Trademark Agreement are intended or implied and in all respects the Trademark Agreement remains in full force and effect in accordance with its existing terms and conditions. To the extent of any conflict between the terms of this Ratification and the terms of the Trademark Agreement, the terms of this Ratification shall control. This Ratification and the Trademark Agreement shall be read and construed as one agreement.

6. **Binding Effect.** This Ratification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Ratification shall be governed by, and construed in accordance with, the laws of the State of New York.

8. **Counterparts.** This Ratification may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Ratification by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Ratification electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Ratification.

[Signature page follows]

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

JALEO MANAGEMENT LLC

By: _____

Name: Yana De Rochefort

Title: Executive Director

Agreed to and accepted:

STERLING NATIONAL BANK

By: _____

Name: Elvis Grgurovic

Title: Managing Director, VP

[Signature page to Ratification and Amendment of Trademark and Security Agreement]

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

JALEO MANAGEMENT LLC

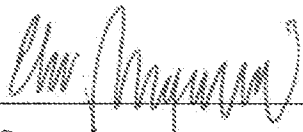
By: _____

Name: Yann De Rochefort

Title: Executive Director

Agreed to and accepted:

STERLING NATIONAL BANK

By:  _____

Name: Elvis Grgurovic

Title: Managing Director, VR

[Signature page to Ratification and Amendment of Trademark and Security Agreement]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Registration Number	Trademark
85669200	4441037	MANZANILLA
77823900	3777918	BOQUERIA
77651425	3675824	BOQUERIA
87904276	5627794	BOQUERIA
87904299	N/A	BOQUERIA

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