

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LA TORTILLA FACTORY INC.		01/27/2021	Corporation: CALIFORNIA
LA TORTILLA FACTORY INC.		01/27/2021	Corporation: DELAWARE
LTF ACQUISITION LLC		01/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	1675 BROADWAY STREET, SUITE 300		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2695518	CARB CUTTING	
Registration Number:	4032408		
Registration Number:	5457540	LA TORTILLA FACTORY	
Registration Number:	3037781	LA TORTILLA FACTORY	
Registration Number:	5457543	LA TORTILLA FACTORY	
Registration Number:	5457539	LA TORTILLA FACTORY	
Registration Number:	3031761	LA TORTILLA FACTORY	
Registration Number:	6010633	SIMPLY BETTER TORTILLAS	
Registration Number:	6010634	SIMPLY BETTER WRAPS	
Registration Number:	3988267	SMART & DELICIOUS	
Registration Number:	3441515	SOFTWRAPS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
TRADEMARK			

CH \$290.00 2695518

Correspondent Name: Andrea M. LaFrance
Address Line 1: 410 Seventeenth Street, Suite 2200
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Andrea M. LaFrance

SIGNATURE: /Andrea M. LaFrance/

DATE SIGNED: 01/28/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by LA TORTILLA FACTORY INC., a California corporation (the “Target”), LA TORTILLA FACTORY INC., a Delaware corporation (together with Target, the “Borrower”), LTF ACQUISITION LLC, a Delaware limited liability company (“Parent” and, together with the Borrower, each a “Grantor” and, collectively, the “Grantors”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (together with its participants, successors and assigns, “Lender”).

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof, by and among the Grantors and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Lender, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including all of Grantors’ copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

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

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

(a) all Intellectual Property Rights identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in clause (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above.

Grantor and Lender hereby acknowledge and agree that the security interest in the foregoing Intellectual Property Rights (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of such Intellectual Property Rights.

2. Recordation. Grantor authorizes Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.
3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.
4. Governing Law. Section 8.14 of the Credit Agreement is incorporated mutatis mutandis.
5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.
6. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

LTF ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: Jorge Ayon
Title: President

LA TORTILLA FACTORY INC.,
a California corporation

By: _____
Name: David Trogdon
Title: Chief Financial Officer

LA TORTILLA FACTORY INC.,
a Delaware corporation

By: _____
Name: Jameson Westerman
Title: President

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GRANTORS:

LTF ACQUISITION LLC,
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By: _____
Name: Jorge Ayon
Title: President

LA TORTILLA FACTORY INC.,
a California corporation

By: David Trogdon
Name: David Trogdon
Title: Chief Financial Officer

LA TORTILLA FACTORY INC.,
a Delaware corporation

By: _____
Name: Jameson Westernman
Title: President

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

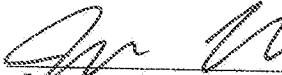
LTF ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: Jorge Ayon
Title: President

LA TORTILLA FACTORY INC.,
a California corporation

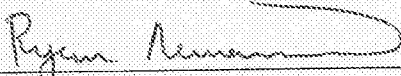
By: _____
Name: David Trogdon
Title: Chief Financial Officer

LA TORTILLA FACTORY INC.,
a Delaware corporation

By: 
Name: Jameson Westerman
Title: President

LENDER:



KEYBANK NATIONAL ASSOCIATION,
a national banking association



By: 
Name: Ryan Neumann
Title: Assistant Vice President

SCHEDULE 1

Patents and Patent Applications: **None.**

U.S. Trademarks of the Loan Parties:


Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
CARB CUTTING	2695518	United States	06/03/2002	03/11/2003	Class 30: Tortillas	La Tortilla Factory Inc.	Registered; renewal due 3/11/2023
Design Only: 	4032408	United States	04/30/2010	09/27/2011	Class 30: Flatbreads, namely, tortillas, sandwich wraps and other similar flat breads	La Tortilla Factory Inc.	Registered; renewal due 09/27/2021
LA TORTILLA FACTORY	5457540	United States	08/03/2017	05/01/2018	030: Flatbreads, namely sandwich wraps and other similar flatbreads; corn-based chips; crisps made of corn and wheat; sauce starters, namely cooking sauces and preparations for making sauces in the nature of sauce mixes	La Tortilla Factory Inc.	Registered; Sections 8&15 Decl. due 05/01/2024
LA TORTILLA FACTORY	3037781	United States	08/05/2004	01/03/2006	Class 30: Tortillas	La Tortilla Factory Inc.	Registered; renewal due 01/03/2026
LA TORTILLA FACTORY (Stylized): 	5457543	United States	08/03/2017	05/01/2018	Class 30: Tortillas; flatbreads, namely sandwich wraps and other similar flat breads; corn-based chips; crisps made of corn and wheat; sauce starters, namely cooking sauces and preparations for making sauces in the nature of sauce mixes	La Tortilla Factory Inc.	Registered; Sections 8&15 Decl. due 05/01/2024
LA TORTILLA FACTORY (and Design):	5457539	United States	08/03/2017	05/01/2018	IC 030: Tortillas, flatbreads, namely sandwich wraps and other similar flat breads; corn-based chips; crisps made of	La Tortilla Factory Inc.	Registered; Sections 8&15 Decl. due 05/01/2024

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
					corn and wheat; sauce starters, namely cooking sauces and preparations for making sauces in the nature of sauce mixes		
LA TORTILLA FACTORY (and Design): 	3031761	United States	08/05/2004	12/20/2005	Class 30: Tortillas	La Tortilla Factory Inc.	Registered; renewal due 12/20/2025
SIMPLY BETTER TORTILLAS	6010633	United States	08/03/2017	03/17/2020	Class 30: Sandwich wraps; tortillas	La Tortilla Factory Inc.	Registered; Sections 8&15 Decl. due 03/17/2026
SIMPLY BETTER WRAPS	6010634	United States	08/03/2017	03/17/2020	Class 30: Sandwich wraps; tortillas	La Tortilla Factory Inc.	Registered; Sections 8&15 Decl. due 03/17/2026
SMART & DELICIOUS	3988267	United States	04/30/2010	07/05/2011	Class 30: Flatbreads, namely, tortillas, sandwich wraps and other similar flat breads	La Tortilla Factory Inc.	Registered; renewal due 7/5/2021
SOFTWRAPS	3441515	United States	12/19/2006	06/03/2008	Class 30: Tortillas	La Tortilla Factory Inc.	Registered; renewal due 06/03/2028

Foreign Trademarks of the Loan Parties:

<u>Registration / Application No.</u>	<u>Application Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Registration No.: TMA802328 Application No.: 14853401	06/16/2010	La Tortilla Factory ¹	LA TORTILLA FACTORY
Registration No.:	06/16/2010	La Tortilla Factory ²	LA TORTILLA

¹ The registrant is La Tortilla Factory with no "Inc." La Tortilla Factory filed paperwork with the Canadian trademark office to correct the name on January 11, 2021.

<p>TMA802329</p> <p>Application No.: 485348</p>			<p>FACTORY (and Design):</p> 
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Pending U.S. Trademark Applications of the Loan Parties: None.

Copyrights, Copyright Works, Copyright Registrations: None.

² The registrant is La Tortilla Factory with no "Inc." La Tortilla Factory filed paperwork with the Canadian trademark office to correct the name on January 11, 2021.