

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GRUPO VIZ, S.A.P.I. DE C.V.		02/08/2021	Corporation: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coöperatieve Rabobank U.A., New York Branch, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	NEW YORK STATE LICENSED BRANCH OF A DUTCH BANKING COOPERATIVE: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2563259	SUKARNE CON SABOR DEL NORTE	
<b>Registration Number:</b>	3893384	SUKARNE	
<b>Registration Number:</b>	5691185	SUKARNE	
<b>Registration Number:</b>	4121969	SUKARNE	
<b>Registration Number:</b>	5533140	GRILL SELECTION SUKARNE	
<b>Registration Number:</b>	5538497	GRILL SELECTION SUKARNE	
<b>Registration Number:</b>	5538496	GRILL SELECTION SUKARNE	
<b>Registration Number:</b>	5538519	GRILL SELECTION SUKARNE	
<b>Registration Number:</b>	4338645	SUKUERO	
<b>Registration Number:</b>	5820445	GINSA	
<b>Registration Number:</b>	5820496	GINSA	
<b>Registration Number:</b>	5970627	SUKARNE AMERICAN BEEF	
<b>Serial Number:</b>	88514650	RED CARNICA	
<b>Serial Number:</b>	90085589	¡QUE GUSTO!	
<b>Serial Number:</b>	90390174	LA CARNE ES NUESTRA FORTALEZA	
<b>Serial Number:</b>	90390212	LA CARNE NOS HACE FUERTES	
<b>Serial Number:</b>	88916985	SIAP SISTEMA INTEGRAL DE ABASTO Y PRODUC	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 2563259

**Fax Number:**

*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:** 678-553-2288**Email:** mdrinc@gtlaw.com**Correspondent Name:** Christina Madrin**Address Line 1:** 3333 Piedmont Road NE, Suite 2500**Address Line 4:** ATLANTA, GEORGIA 30305

<b>NAME OF SUBMITTER:</b>	Christina Madrin
---------------------------	------------------

<b>SIGNATURE:</b>	/Christina Madrin/
-------------------	--------------------

<b>DATE SIGNED:</b>	02/09/2021
---------------------	------------

**Total Attachments: 7**

source=Viz Cattle - Trademark Security Agreement#page1.tif

source=Viz Cattle - Trademark Security Agreement#page2.tif

source=Viz Cattle - Trademark Security Agreement#page3.tif

source=Viz Cattle - Trademark Security Agreement#page4.tif

source=Viz Cattle - Trademark Security Agreement#page5.tif

source=Viz Cattle - Trademark Security Agreement#page6.tif

source=Viz Cattle - Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of February 8, 2021, among each of the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, GRUPO VIZ, S.A.P.I. DE C.V., a *sociedad anónima promotora de inversión de capital variable* incorporated under the laws of Mexico, (“*Parent*”), SUKARNE, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated under the laws of Mexico, (“*Sukarne*”), and SUKARNE AGROINDUSTRIAL, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated under the laws of Mexico, (“*Sukarne Agroindustrial*”; together with Parent and Sukarne, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), certain subsidiaries of the Parent party thereto as “*Subsidiary Guarantors*”, the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of February 8, 2021 (as amended, restated, supplemented, extended, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of February 8, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark

Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTOR:**


**GRUPO VIZ, S.A.P.I. DE C.V.**

By: Adrián Vizcarra  
Name: ADRIÁN VIZCARRA  
Title: ATTORNEY-IN-FACT

ACKNOWLEDGED AND AGREED:

COÖPERATIEVE RABOBANK U.A.,  
NEW YORK BRANCH, as Administrative  
Agent

By:



Name: Luis Arturo Velasco Carranza

Title: Vice President

By:



Name: Raymond Gagne

Title: Managing Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 007185 FRAME: 0975

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Grupo Viz, S.A.P.I. de C.V.	Sukarne con sabor del norte	2563259	April 23, 2002
Grupo Viz, S.A.P.I. de C.V.	Sukarne	3893384	December 21, 2010
Grupo Viz, S.A.P.I. de C.V.	SUKARNE	5691185	March 5, 2019
Grupo Viz, S.A.P.I. de C.V.	SUKARNE	4121969	April 3, 2012
Grupo Viz, S.A.P.I. de C.V.	GRILL SELECTION SUKARNE	5533140	August 7, 2018
Grupo Viz, S.A.P.I. de C.V.	GRILL SELECTION SUKARNE	5538497	August 14, 2018
Grupo Viz, S.A.P.I. de C.V.	GRILL SELECTION SUKARNE	5538496	August 14, 2018
Grupo Viz, S.A.P.I. de C.V.	GRILL SELECTION SUKARNE	5538519	August 14, 2018
Grupo Viz, S.A.P.I. de C.V.	Sukuero	4338645	May 21, 2013
Grupo Viz, S.A.P.I. de C.V.	GINSA	5820445	July 30, 2019
Grupo Viz, S.A.P.I. de C.V.	GINSA	5820496	July 30, 2019
Grupo Viz, S.A.P.I. de C.V.	SUKARNE AMERICAN BEEF	5970627	January 28, 2020

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007185 FRAME: 0976**



**U.S. Trademark Applications**

<b>Grantor</b>	<b>Trademark Application</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>
Grupo Viz, S.A.P.I. de C.V.	RED CARNICA	88514650	July 15, 2019
Grupo Viz, S.A.P.I. de C.V.	¡QUE GUSTO!	90085589	July 31, 2020
Grupo Viz, S.A.P.I. de C.V.	LA CARNE ES NUESTRA FORTALEZA	90390174	December 17, 2020
Grupo Viz, S.A.P.I. de C.V.	LA CARNE NOS HACE FUERTES	90390212	December 17, 2020
Grupo Viz, S.A.P.I. de C.V.	SIAP SISTEMA INTEGRAL DE ABASTO Y PRODUCCION	88916985	May 14, 2020

TRADEMARK SECURITY AGREEMENT