

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651535

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardenas Markets LLC		06/03/2021	Limited Liability Company: DELAWARE
Mi Pueblo Newco, LLC		06/03/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of Montreal
<b>Street Address:</b>	115 S. LaSalle Street, 25W
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	90197116	ALWAYS FRESH, ALWAYS AUTHENTIC!
Serial Number:	90197100	¡SIEMPRE FRESCO, SIEMPRE AUTÉNTICO!
Serial Number:	88863115	CARDENAS RANCH MARKETS
Serial Number:	88762050	
Serial Number:	88468496	KEEP LIFE FLAVORFUL
Serial Number:	88687853	GOT MASA?
Serial Number:	88630673	\$
Serial Number:	88723607	
Serial Number:	88468480	100% AUTENTICO NIXTAMAL HECHO EN CASA
Serial Number:	87983127	CAFE OF THE GODS
Serial Number:	87982188	CAFE OF THE GODS
Serial Number:	87982186	CAFÉ CARDENAS
Serial Number:	87982171	
Serial Number:	87866381	
Serial Number:	87865452	CAFÉ CARDENAS
Serial Number:	87701726	GOT MASA?
Serial Number:	88597898	MI PUEBLO MP

OP \$440.00 90197116

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 8009144240*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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	06/03/2021

**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 3, 2021, is made by Cardenas Markets LLC, a Delaware limited liability company and Mi Pueblo Newco, LLC, a Delaware limited liability company (each a “Grantor” and collectively the “Grantors”), in favor of Bank of Montreal, as collateral agent (in such capacity, the “Collateral Agent”) in connection with that certain Credit Agreement, dated as of November 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Cardenas Holdings LLC, a Delaware limited liability company (“Holdings”), Train Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Holdings (which on the Closing Date, shall be merged with and into Cardenas Markets LLC, a Delaware limited liability company (“Cardenas Markets” with Cardenas Markets as the surviving merged entity and the borrower (in such capacity, the “Borrower”)), the Lenders from time to time party thereto and Bank of Montreal, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of November 29, 2016 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on **Schedule A** hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a

statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARDENAS MARKETS LLC  
as a Grantor

By:   
Name: Doug Sanders  
Title: Chief Executive Officer

MI PUEBLO NEWCO, LLC  
as a Grantor

By:   
Name: Doug Sanders  
Title: Chief Executive Officer






{Signature Page to Trademark Security Agreement}

BANK OF MONTREAL  
as the Collateral Agent

By: *Lindsay L Goetz*  
Name: Lindsay Goetz  
Title: Managing Director

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Cardenas Markets, LLC DBA Cardenas	ALWAYS FRESH, ALWAYS AUTHENTIC!	90197116 09/21/2020	N/A
2.	Cardenas Markets, LLC DBA Cardenas	¡SIEMPRE FRESCO, SIEMPRE AUTÉNTICO!	90197100 09/21/2020	N/A
3.	Cardenas Markets LLC DBA Cardenas Ranch Markets	CARDENAS RANCH MARKETS	88863115 04/07/2020	N/A
4.	Cardenas Markets LLC		88762050 01/16/2020	N/A
5.	Cardenas Markets LLC DBA Cardenas Ranch Markets	KEEP LIFE FLAVORFUL	88468496 06/11/2019	6139247 09/01/2020
6.	Cardenas Markets LLC DBA Cardenas Ranch Markets	GOT MASA?	88687853 11/11/2019	6140032 09/01/2020
7.	Cardenas Markets LLC DBA Cardenas Ranch Markets	\$ (and design) 	88630673 09/25/2019	6139926 09/01/2020
8.	Cardenas Markets LLC		88723607 12/11/2019	6037315 04/21/2020
9.	Cardenas Markets LLC	100% AUTENTICO NIXTAMAL HECHO EN CASA	88468480 06/11/2019	5948920 12/31/2019
10.	Cardenas Markets LLC	CAFÉ OF THE GODS	87983127 04/05/2018	6267082 02/09/2021
11.	Cardenas Markets LLC DBA Cardenas Ranch Markets	CAFÉ OF THE GODS	87982188 04/05/2018	6251779 01/19/2021
12.	Cardenas Markets LLC	CAFÉ CARDENAS	87982186 04/05/2018	5939048 12/17/2019
13.	Cardenas Markets LLC		87982171 04/06/2018	6086237 06/23/2020
14.	Cardenas Markets LLC		87866381 04/06/2018	6080661 06/16/2020
15.	Cardenas Markets LLC	CAFÉ CARDENAS	87865452 04/05/2018	6190235 11/03/2020
16.	Cardenas Markets LLC	GOT MASA?	87701726 11/29/2017	5950695 12/31/2019
17.	Mi Pueblo Newco, LLC DBA Cardenas Ranch Markets	MI PUEBLO MP	88597898 08/29/2019	6198138 11/17/2020