

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FLAGSHIP PREMIUM FOOD GROUP LLC		07/22/2021	Limited Liability Company: DELAWARE
LA TORTILLA FACTORY INC.		07/22/2021	Corporation: DELAWARE
FLAGSHIP PREMIUM FOOD GROUP HOLDINGS LLC		07/22/2021	Limited Liability Company: DELAWARE
D B B MARKETING COMPANY		07/22/2021	Corporation: CALIFORNIA
TREASURE VALLEY FOOD HOLDINGS, LLC		07/22/2021	Limited Liability Company: DELAWARE
SATARIA ACQUISITION LLC		07/22/2021	Limited Liability Company: DELAWARE
505 SOUTHWESTERN LLC		07/22/2021	Limited Liability Company: DELAWARE
DEMING GROUP, LLC		07/22/2021	Limited Liability Company: DELAWARE
LTF ACQUISITION LLC		07/22/2021	Limited Liability Company: DELAWARE
TK ACQUISITION, LLC		07/22/2021	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	127 PUBLIC SQUARE
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3115949	MAMA LUPE'S
<b>Registration Number:</b>	6177983	MAMA LUPE'S
<b>Registration Number:</b>	3807559	505 SOUTHWESTERN
<b>Registration Number:</b>	4947284	505 SOUTHWESTERN

OP \$1265.00 3115949

Property Type	Number	Word Mark
Registration Number:	6025341	505 SOUTHWESTERN
Registration Number:	2577049	505 SOUTHWESTERN
Registration Number:	5390768	505 SOUTHWESTERN CHIMIWRAPS
Registration Number:	4947283	505 SOUTHWESTERN
Registration Number:	6025342	505 SOUTHWESTERN
Registration Number:	5470178	505 SOUTHWESTERN MEXILUPA
Registration Number:	5414052	505 SOUTHWESTERN MEXIPIZZA
Registration Number:	4948077	505 SOUTHWESTERN MEXIWRAPS
Registration Number:	5581276	505 SOUTHWESTERN STREET TACOS
Registration Number:	4472423	ALL AMERICAN SALSA
Registration Number:	6322498	HATCH TO TABLE
Registration Number:	6019472	HINT OF HATCH
Registration Number:	4802000	SELECT NEW MEXICO SINCE 1986
Registration Number:	2695518	CARB CUTTING
Registration Number:	5457540	LA TORTILLA FACTORY
Registration Number:	3037781	LA TORTILLA FACTORY
Registration Number:	5457539	LA TORTILLA FACTORY
Registration Number:	3031761	LA TORTILLA FACTORY
Registration Number:	5457543	LA TORTILLA FACTORY
Registration Number:	4032408	
Registration Number:	6010633	SIMPLY BETTER TORTILLAS
Registration Number:	6010634	SIMPLY BETTER WRAPS
Registration Number:	3988267	SMART & DELICIOUS
Registration Number:	3441515	SOFTWRAPS
Registration Number:	0816704	CHRIS' & PITT'S
Registration Number:	4384973	FLAGSHIP
Registration Number:	4388943	FLAGSHIP FOOD GROUP
Registration Number:	4526390	FLAGSHIP FOOD GROUP
Registration Number:	4388944	FLAGSHIP LOGISTICS
Registration Number:	4385235	GLUTEN FREE GLUTENFREEDA CERTIFIED LESST
Registration Number:	3871302	GLUTENFREEDA
Registration Number:	3378634	GLUTENFREEDA
Registration Number:	3871303	GLUTENFREEDA
Serial Number:	87872206	HATCH KITCHEN
Registration Number:	4438989	JOIN IN OUR PASSION
Registration Number:	5570910	LILLY BS
Registration Number:	4580681	SU MING
Registration Number:	4580680	SU MING TAKE IN ... DON'T TAKE OUT

Property Type	Number	Word Mark
Registration Number:	4580679	TAKE IN ... DON'T TAKE OUT
Registration Number:	2201703	TJ FARMS
Registration Number:	4750830	TJ FARMS SELECT
Serial Number:	88626662	TJ'S PREMIUM
Registration Number:	4254079	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA
Serial Number:	87835667	505 FRESH
Serial Number:	88160761	505 SOUTHWESTERN HATCH KITCHEN
Serial Number:	88827886	505SW

**CORRESPONDENCE DATA**

**Fax Number:** 3032231111  
*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:** (303)223-1100  
**Email:** DNTrademarkDocket@BHFS.com  
**Correspondent Name:** Andrea M. LaFrance  
**Address Line 1:** 410 Seventeenth Street, Suite 2200  
**Address Line 4:** Denver, COLORADO 80202

<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance
<b>SIGNATURE:</b>	/Andrea M. LaFrance/
<b>DATE SIGNED:</b>	07/22/2021

**Total Attachments: 8**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of KeyBank National Association ("KeyBank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 22, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Flagship Premium Food Group Holdings LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and KeyBank, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

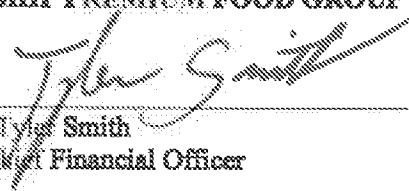
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

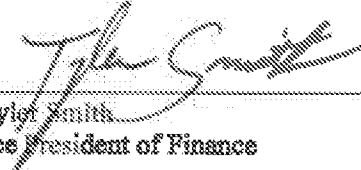
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

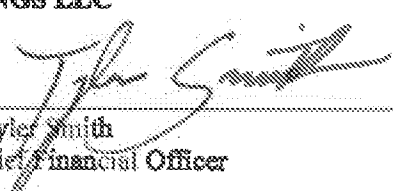
**FLAGSHIP PREMIUM FOOD GROUP LLC**

By:   
Name: Tyler Smith  
Title: Chief Financial Officer

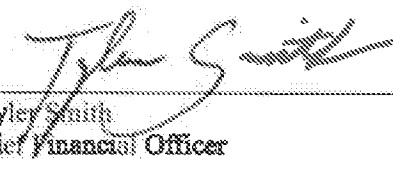
**LA TORTILLA FACTORY INC.**

By:   
Name: Tyler Smith  
Title: Vice President of Finance

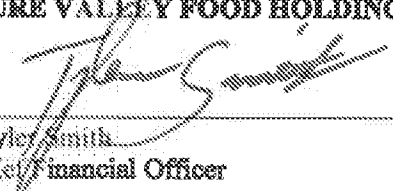
**FLAGSHIP PREMIUM FOOD GROUP HOLDINGS LLC**

By:   
Name: Tyler Smith  
Title: Chief Financial Officer

**D B B MARKETING COMPANY**

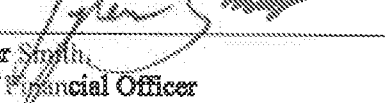
By:   
Name: Tyler Smith  
Title: Chief Financial Officer

**TREASURE VALLEY FOOD HOLDINGS, LLC**

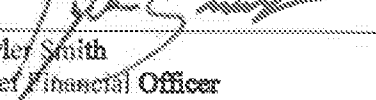
By:   
Name: Tyler Smith  
Title: Chief Financial Officer

[Signature Page to Patent and Trademark Security Agreement]

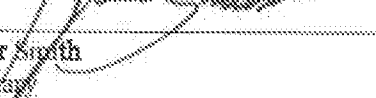
**SATARIA ACQUISITION LLC**

By:   
Name: Tyler Smith  
Title: Chief Financial Officer

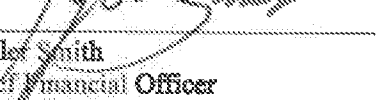
**505 SOUTHWESTERN LLC**

By:   
Name: Tyler Smith  
Title: Chief Financial Officer

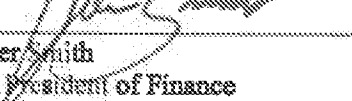
**DEMING GROUP, LLC**

By:   
Name: Tyler Smith  
Title: Secretary

**LTF ACQUISITION LLC**

By:   
Name: Tyler Smith  
Title: Chief Financial Officer

**TK ACQUISITION, LLC**

By:   
Name: Tyler Smith  
Title: Vice President of Finance


[Signature Page to Patent and Trademark Security Agreement]

22856602

**TRADEMARK**  
**REEL: 007362 FRAME: 0616**

**LENDER:**

**KEYBANK NATIONAL ASSOCIATION**

By:   
Name: Matthew D. Dunson  
Title: Senior Vice President



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations**

1. REGISTERED TRADEMARKS

I. TK Acquisition, LLC, a Delaware limited liability company

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
MAMA LUPE'S	USA	78/330919	11/20/2003	3115949	07/18/2006	REGISTERED
MAMA LUPE'S (and Design)	USA	88/631899	09/26/2019	6177983	10/20/2020	REGISTERED

II. 505 SOUTHWESTERN LLC, a Delaware limited liability company

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
505 SOUTHWESTERN	USA	77/406241	02/26/2008	3,807,559	06/22/2010	REGISTERED
505 SOUTHWESTERN	USA	86/483140	12/17/2014	4,947,284	04/26/2016	REGISTERED
505 SOUTHWESTERN	USA	88/312804	02/22/2019	6025341	03/31/2020	REGISTERED
505 SOUTHWESTERN (Stylized)	USA	75/739072	06/29/1999	2,577,049	06/11/2002	REGISTERED
505 SOUTHWESTERN CHIMIWRAPS	USA	87/500624	06/22/2017	5,390,768	01/30/2018	REGISTERED
505 SOUTHWESTERN Logo	USA	86/483136	12/17/2014	4,947,283	04/26/2016	REGISTERED
505 SOUTHWESTERN Logo	USA	88/312805	02/22/2019	6025342	03/31/2020	REGISTERED
505 SOUTHWESTERN MEXILUPA	USA	86/965919	04/06/2016	5,470,178	05/15/2018	REGISTERED
505 SOUTHWESTERN MEXIPIZZA	USA	87/272989	12/19/2016	5,414,052	02/27/2018	REGISTERED
505 SOUTHWESTERN MEXIWRAPS	USA	86/978465	02/23/2015	4,948,077	04/26/2016	REGISTERED
505 SOUTHWESTERN STREET TACOS	USA	87/061234	06/06/2016	5,581,276	10/09/2018	REGISTERED
ALL AMERICAN SALSA	USA	85/843523	02/07/2013	4,472,423	01/21/2014	REGISTERED
HATCH TO TABLE	USA	87/621521	09/25/2017	6,322,498	04/13/2021	REGISTERED
HINT OF HATCH	USA	87/863410	04/04/2018	6,019,472	03/24/2020	REGISTERED
SELECT NEW MEXICO SINCE 1986 Logo	USA	86/250288	04/11/2014	4,802,000	09/01/2015	REGISTERED

III. LA TORTILLA FACTORY INC., a Delaware corporation

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
CARB CUTTING	USA	76/414,273	06/03/2002	2,695,518	03/11/2003	REGISTERED
LA TORTILLA FACTORY	USA	87/555,218	08/03/2017	5,457,540	05/01/2018	REGISTERED
LA TORTILLA FACTORY	USA	78/463,027	08/05/2004	3,037,781	01/03/2006	REGISTERED
LA TORTILLA FACTORY (and Design)	USA	87/555,177	08/03/2017	5,457,539	05/01/2018	REGISTERED
LA TORTILLA FACTORY (and Design)	USA	78/462,750	08/05/2004	3,031,761	12/20/2005	REGISTERED
LA TORTILLA FACTORY (Stylized)	USA	87/555,288	08/03/2017	5,457,543	05/01/2018	REGISTERED
Miscellaneous Design	USA	85/027,389	04/30/2010	4,032,408	09/27/2011	REGISTERED
SIMPLY BETTER TORTILLAS	USA	87/555,239	08/03/2017	6,010,633	03/17/2020	REGISTERED
SIMPLY BETTER WRAPS	USA	87/555,274	08/03/2017	6,010,634	03/17/2020	REGISTERED
SMART & DELICIOUS	USA	85/027,375	04/30/2010	3,988,267	07/05/2011	REGISTERED
SOFTWRAPS	USA	77/067,827	12/19/2006	3,441,515	06/03/2008	REGISTERED

IV. TREASURE VALLEY FOOD HOLDINGS, LLC, a Delaware limited liability company

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
CHRIS' & PITT'S	USA	72/214514	03/19/1965	816,704	10/11/1966	REGISTERED
FLAGSHIP (and Design)	USA	85/573802	03/19/2012	4,384,973	08/13/2013	REGISTERED
FLAGSHIP FOOD GROUP	USA	85/548794	02/21/2012	4,388,943	08/20/2013	REGISTERED
FLAGSHIP FOOD GROUP	USA	85/674504	07/11/2012	4,526,390	05/06/2014	REGISTERED
FLAGSHIP LOGISTICS	USA	85/548820	02/21/2012	4,388,944	08/20/2013	REGISTERED
GLUTEN FREE GLUTENFREEDA CERTIFIED LESS THAN 5 PPM 100% DEDICATED FACILITY (and Design)	USA	85/628410	05/17/2012	4,385,235	08/13/2013	REGISTERED
GLUTENFREEDA	USA	77/790675	07/27/2009	3,871,302	11/02/2010	REGISTERED
GLUTENFREEDA	USA	78/870408	04/26/2006	3,378,634	02/05/2008	REGISTERED
GLUTENFREEDA (and Design)	USA	77/790685	07/27/2009	3,871,303	11/02/2010	REGISTERED
HATCH KITCHEN	USA	87/872206	04/11/2018			SUSPENDED
JOIN IN OUR PASSION	USA	85/837615	01/31/2013	4,438,989	11/26/2013	REGISTERED
Lilly Bs	USA	86/612645	04/28/2015	5,570,910	09/25/2018	REGISTERED

SU MING (and Design)	USA	85/662373	06/26/2012	4,580,681	08/05/2014	REGISTERED
SU MING TAKE IN...DON'T TAKE OUT (and Design)	USA	85/662371	06/26/2012	4,580,680	08/05/2014	REGISTERED
TAKE IN...DON'T TAKE OUT	USA	85/662367	06/26/2012	4,580,679	08/05/2014	REGISTERED
TJ FARMS	USA	75/033552	12/18/1995	2,201,703	11/03/1998	REGISTERED
TJ FARMS SELECT	USA	86/299394	06/03/2014	4750830	06/09/2015	REGISTERED
TJ'S PREMIUM	USA	88/626662	09/23/2019			SUSPENDED
WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHAT WE DO	USA	85/628127	05/17/2012	4,254,079	12/04/2012	REGISTERED

## 2. TRADEMARK APPLICATIONS

### I. 505 SOUTHWESTERN LLC, a Delaware limited liability company

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
505 FRESH	USA	87/835667	03/15/2018			ALLOWED
505 SOUTHWESTERN HATCH KITCHEN Logo	USA	88/160761	10/18/2018			ALLOWED
505SW	USA	88/827886	03/10/2020			ALLOWED

## 3. IP LICENSES

None.