

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663228

<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>
Anita's Mexican Food Corp.		07/28/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City National Bank, as Collateral Agent		
<b>Street Address:</b>	555 South Flower Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6016198	ANITA'S	
<b>Registration Number:</b>	1439375	FLOUR TORTILLAS TEXAS STYLE FOR FAJITAS	
<b>Registration Number:</b>	1529900	LA REINA	
<b>Registration Number:</b>	2312275	LA REINA	
<b>Registration Number:</b>	2396041	TACO MAN	
<b>Registration Number:</b>	1286273	VILLA VICTORIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	061700-0049		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		

CH \$165.00 6016198

<b>DATE SIGNED:</b>	07/28/2021
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2021 (this “Agreement”), is made by Anita’s Mexican Foods Corp., a California corporation (the “Grantor”) in favor of CITY NATIONAL BANK, as Collateral Agent (the “Collateral Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 28, 2021 (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Old Pueblo Ranch Inc. (d/b/a La Reina), a California corporation (“OPR”), Anita’s Snack Foods Corp., a Tennessee corporation (“ASFC”; together with the Grantor and OPR, the “Company Borrowers” and each, individually, a “Company Borrower”), Robles Family LLC, a California limited liability company (“Robles Family”), and Robles – San Bernardino LLC, a California limited liability company (“Robles SB”; together with Robles Family and the Company Borrowers, the “Borrowers” and each, individually, a “Borrower”), and City National Bank, a national banking association (together with its successors and assigns, “Lender”), the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Master Loan and Security Agreement, dated as of May 28, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “CapEx Facility Agreement”), by and among the Company Borrowers ”), and First American Commercial Bancorp, Inc. (the “CapEx Facility Lender”), the CapEx Facility Lender has agreed to make extensions of credit to the Company Borrowers upon the terms and subject to the conditions set forth therein

WHEREAS, as a condition precedent to the obligation of the Lender to make the extensions of credit to the Borrowers under the Credit Agreement and of the CapEx Facility Lender to make the extensions of credit to the Company Borrowers under the CapEx Facility Agreement, the Grantor entered into a Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), by and among the Grantor, the Collateral Agent and the other parties party thereto, pursuant to which the Grantor assigned, transferred and granted to the Collateral Agent a security interest in the IP Collateral (as defined below); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. Defined Terms

(a) Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guaranty and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

(b) The following terms shall have the following meanings:

“Proceeds” shall mean all “proceeds” as such term is defined in Section 9-102(a)(64) of the UCC.

“Trademark Collateral” shall mean, subject to the provisions of Section 2.2 below, all domestic, foreign, and multinational trademarks, service marks, trade names, trade dress, trade styles, corporate and company names, business and fictitious business names, certification marks, collective marks, and other source or business identifiers, whether or not registered, and with respect to any and all of the foregoing:

(i) all registrations and applications for the registration thereof, including the registrations and applications listed on Schedule A attached hereto;

(ii) all extensions and renewals thereof;

(iii) all goodwill of the business connected with the use of and symbolized by any of the foregoing;

(iv) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, dilutions or other violations thereof;

(v) the right to sue for past, present, and future infringements, dilutions or other violations of any of the foregoing; and

(vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world.

(c) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule, Exhibit and Annex references, are to this Agreement unless otherwise specified. References to any Schedule, Exhibit or Annex shall mean such Schedule, Exhibit or Annex as amended or supplemented from time to time in accordance with this Agreement.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to the Grantor, shall refer to the Grantor’s Collateral or the relevant part thereof.

(f) The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

(g) All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

## **SECTION 2. Grant of Security Interest in IP Collateral**

**SECTION 2.1 Grant of Security Interest.** The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, in each case, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned

or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”) 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:

- (a) all Trademark Collateral; and
- (b) all Proceeds of the foregoing.

For the avoidance of doubt, the grant of a security interest in IP Collateral shall not be deemed an absolute assignment thereof to the Collateral Agent.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under Section 2.1 hereof attach to, any Excluded Property (as defined in the Guaranty and Collateral Agreement).

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

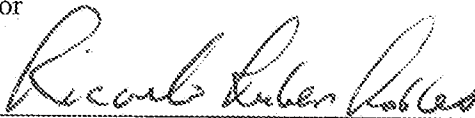
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

ANITA'S MEXICAN FOODS CORP.,  
as Grantor

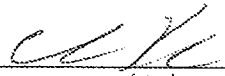
By: 

Name: Ricardo Ruben Robles

Title: Chief Executive Officer

Accepted and Agreed:

**CITY NATIONAL BANK**, as  
the Collateral Agent

By:   
Name: Charles Kluba  
Title: Vice President

**SCHEDULE A**

**Trademark Collateral**

**A. Trademark Registrations**

<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>
ANITA'S	88046162 20-JUL-2018	6016198 24-MAR-2020
FLOUR TORTILLAS TEXAS STYLE FOR FAJITAS	73610277 18-JUL-1986	1439375 12-MAY-1987
LA REINA	73700280 11-DEC-1987	1529900 14-MAR-1989
VILLA VICTORIA	73428096 31-MAY-1983	1286273 17-JUL-1984
LA REINA	75338150 08-AUG-1997	2312275 25-JAN-2000
TACO MAN	75870994 13-DEC-1999	2396041 17-OCT-2000

**B. Pending Trademark Applications**

None.