# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734699

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Fiesta Canning Co., Inc. | | 06/01/2022 | Corporation: ARIZONA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Byline Bank |
| **Street Address:** | 180 North LaSalle Street, 3rd Floor |
| **City:** | Chicago |
| **State/Country:** | ILLINOIS |
| **Postal Code:** | 60601 |
| **Entity Type:** | Corporation: ILLINOIS |

**PROPERTY NUMBERS Total: 3**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 1117802 | FIESTA DEL SOL |
| **Serial Number:** | 90849096 | COCHISE FARMS |
| **Serial Number:** | 90849085 | FIESTA DEL SOL |

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

***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:** 617-523-2700
**Email:** susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com
**Correspondent Name:** Holland & Knight LLP
**Address Line 1:** 10 St. James Avenue
**Address Line 4:** Boston, MASSACHUSETTS 02116

| | |
|---|---|
| **NAME OF SUBMITTER:** | Susan C. DiNicola |
| **SIGNATURE:** | /Susan C. DiNicola/ |
| **DATE SIGNED:** | 06/14/2022 |

**Total Attachments: 5**

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OP $90.00 1117802

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# TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2022, is made by **FIESTA CANNING CO., INC.** (the "Grantor"), in favor of **BYLINE BANK** ("Lender").

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

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 1, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Fiesta Investment Corp., a Delaware corporation (the "Initial Borrower"; and prior to the consummation of the Fiesta Acquisition (as defined in the Loan Agreement), the "Borrower"), Fiesta Canning Co., Inc., an Arizona corporation ("Fiesta Canning"; and from and after the consummation of the Fiesta Acquisition (as defined in the Loan Agreement), the "Borrower") and Byline Bank (together with its successors and assigns), as Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

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

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Lender such rights as are provided to holders of security interests under applicable law.



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

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 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 Illinois.

[Signature Pages Follow]



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IN WITNESS WHEREOF, the 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.

Very truly yours,

**FIESTA CANNING CO., INC.,** as Grantor

By: _____
Name: Gary Kurpov
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BYLINE BANK, as Lender

By: _____
Name: Scott Mier
Title: Senior Vice President,
Commercial Banking Division Head

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Number | Date | Country | Owner | Status |
|---|---|---|---|---|---|
| COCHISE FARMS | 90849096 | July 26, 2021 | U.S. | Fiesta Canning Co., Inc. | Pending, currently suspended |
| FIESTA DEL SOL | 90849085 | July 26, 2021 | U.S. | Fiesta Canning Co., Inc. | Pending, currently suspended |
| FIESTA DEL SOL | 73114541 | February 3, 1977 | U.S. | Fiesta Canning Co., Inc. | Registered |