

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5302/0076		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC		12/05/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mi Pueblo, LLC		
Street Address:	1775 Story Rd		
Internal Address:	Suite 120		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95122		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	Mi Pueblo Newco, LLC		
Street Address:	2501 E. Guasti Road		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85256106	ASI ES MI PUEBLO	
Serial Number:	85256224	LA FIESTA DE MI PUEBLO	
Serial Number:	85256124	MI PUEBLO ESTA CONTIGO	
Serial Number:	85130629	MI PUEBLO FOODS	
Registration Number:	3576655	MI PUEBLO MP	
Serial Number:	76687881	MI PUEBLO MP	
Registration Number:	4099200	MP FOOD CENTER	
Serial Number:	76688771	MP MI PUEBLO FOOD CENTER	
Serial Number:	85130635	MI PUEBLO	
Serial Number:	85975142	MI PUEBLO FOODS	
Serial Number:	85130621	MI PUEBLO FOOD CENTER	

CH \$365.00 85256106

Property Type	Number	Word Mark
Serial Number:	85975302	MI PUEBLO FOOD CENTER
Serial Number:	85975383	MI PUEBLO
Serial Number:	85130609	MI PUEBLO

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	44050-3
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	07/26/2022

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN COLLATERAL

December 5, 2016

This RELEASE OF SECURITY INTEREST IN COLLATERAL (this "**Release**") is made as of the date hereof (the "**Effective Date**") by VICTORY PARK MANAGEMENT, LLC, as Agent (referred to herein individually as the "**Grantee**"), in favor of MI PUEBLO, LLC, a California limited liability company ("**Mi Pueblo**") and MI PUEBLO HOLDINGS, LLC, a Delaware limited liability company ("**Newco**") and together with Mi Pueblo, collectively, the "**Grantors**" and individually a "**Grantor**").

Reference is made to that certain Financing Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Financing Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Financing Agreement), by and among the Grantors, the lenders party thereto (the "**Lenders**") and the Grantee, whereby the Lenders extended certain financing arrangements to the Grantors.

WHEREAS, pursuant to the terms and conditions of that certain Pledge and Security Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among the Grantors and the Grantee, the Grantors granted the Grantee a security interest in and to certain collateral owned by the Grantors as listed on Annex I attached to this Release (collectively, the "**Released Collateral**");

WHEREAS, Mi Pueblo has advised the Grantee, the Lenders and the Holders that pursuant to that certain Reorganization Agreement dated as of December 5, 2016 (the "**Reorganization Agreement**"), by and between Mi Pueblo and Mi Pueblo Newco, LLC, a Delaware limited liability company ("**New MP**"), Mi Pueblo contributed, transferred, assigned, conveyed and delivered the Released Collateral to New MP;

WHEREAS, Mi Pueblo, on behalf of the Grantors, has requested that Grantee, on behalf of the Lenders and the Holders, expressly release Grantee's security interest in the Released Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto and agrees as follows:

1. In reliance on the Grantors' representations and warranties and acknowledgments and agreements set forth herein, Grantee hereby (i) releases, and discharges its security interests in the Released Collateral previously granted to Grantee as security for the Obligations, and reassigns to Grantors any and all right, title, and interest Grantee may have in or to the Released Collateral pursuant to the Security Agreement, without representation or warranty of any kind, nature or description., and (ii) the Grantee authorizes Mi Pueblo (or its designees) to file a UCC financing statement amendment substantially in the form attached hereto as Exhibit A.

2. Grantee agrees to cooperate with Grantors at the expense of the Grantors to execute any other documents reasonably required to evidence the release of any right of Grantee in and to the Released Collateral.

3. By each Grantor's acknowledgment hereto, such Grantor hereby acknowledges and agrees the release of Liens and security interest set forth herein is limited solely to the Released Collateral

and all other Liens, security interests, pledges, encumbrances, mortgages and hypothecations granted, given or otherwise made by such Grantor are and shall remain entirely unmodified by the release set forth above and shall continue in full force and effect.

4. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Financing Agreement or any of the other Transaction Documents (except as specifically provided for herein) or constitute a course of conduct or dealing among the parties. Grantee, on behalf of Grantee, the Lenders and the Holders, reserves all rights, privileges and remedies under the Transaction Document.

5. THIS RELEASE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by telecopy, facsimile, emailed “.pdf” file or other similar form of electronic transmission of any executed signature page to this Release shall constitute effective delivery of such signature page.

7. Notwithstanding the foregoing, to the extent that any payments or proceeds received by Grantee (for the benefit of the Holders or Lenders), or any part of such payments, shall be subsequently invalidated, declared to be fraudulent, a fraudulent conveyance, preferential, set aside and/or required to be repaid to a trustee, receiver, debtor in possession, or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that such payment or proceeds received by Grantee, Holders or the Lenders is rescinded or must be otherwise restored by Grantee, Holders or the Lenders, the Obligations or part thereof which were intended to be satisfied, and all rights of Grantee, Holders or the Lenders with respect to such Obligations, shall be revived and continue in full force and effect as if such payment or proceeds had never been received by Grantee, Holders or the Lenders, and this letter shall in no way impair the claims of Grantee, Holders or the Lenders with respect to such revived Obligations.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GRANTEE:

VICTORY PARK MANAGEMENT, LLC

By:  _____

Name: Scott Zemnick

Title: Authorized Signatory

Release of Security Interest in Collateral
(Reorganization Agreement)

TRADEMARK
REEL: 007802 FRAME: 0135

ACKNOWLEDGED and AGREED
as of the date first above written:

~~MI PUEBLO, LLC~~

By: *Martin Cortes*

Name: Martin Cortes

Title: Chief Financial Officer

~~MI PUEBLO HOLDINGS, LLC~~

By: *Martin Cortes*

Name: Martin Cortes

Title: Chief Financial Officer

Release of Security Interest in Collateral
(Reorganization Agreement)

TRADEMARK
REEL: 007802 FRAME: 0136

ANNEX I TO RELEASE

Grantee (as defined in this Release) releases all of its right, title and interest in and to the following property of Mi Pueblo (as defined in this Release) as they exist on the Closing Date other than the Excluded Assets (collectively, the “Transferred Assets”).

- a) all Employee Plans and all assets related to such Employee Plans, including insurance policies;
- b) all personnel and employment records related to the Business Employees or Former Business Employees;
- c) all rights, defenses, claims, demands, actions or causes of action to the extent resulting from, related to or arising out of the Transferred Assets;
- d) excluding \$300,000 to be retained by Mi Pueblo, all Cash and Cash Equivalents;
- e) all Accounts Receivable; and
- f) all other assets, properties and rights owned by Mi Pueblo as of the Closing Date, or in which Mi Pueblo has an interest, and which are not otherwise Excluded Assets.

Notwithstanding the foregoing, “Transferred Assets” shall not include Assets relating to Taxes.

All capitalized terms not otherwise defined in this Annex I shall have those meanings defined in that certain Reorganization Agreement dated as of December 5, 2016, by and between Mi Pueblo and Mi Pueblo Newco, LLC, a Delaware limited liability company.

EXHIBIT A TO RELEASE

UCC-3 Financing Statement

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
14-7414180242 filed 6/2/14

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
Mi Pueblo, LLC

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

See Exhibit A for the released collateral description.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Victory Park Management, LLC, as Agent

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
File with California Secretary of State

EXHIBIT A TO UCC-3 FINANCING STATEMENT

Debtor	Secured Party
Mi Pueblo, LLC	Victory Park Management, LLC

Secured Party release all of its right, title and interest in and to the following property of the Debtor as they exist on the Closing Date other than the Excluded Assets (collectively, the "Transferred Assets").

- (a) all Employee Plans and all assets related to such Employee Plans, including insurance policies;
- (b) all personnel and employment records related to the Business Employees or Former Business Employees;
- (c) all rights, defenses, claims, demands, actions or causes of action to the extent resulting from, related to or arising out of the Transferred Assets;
- (d) excluding \$300,000 to be retained by the Debtor, all Cash and Cash Equivalent;
- (e) all Accounts Receivable; and
- (f) all other assets, properties and rights owned by the Debtor as of the Closing Date, or in which the Debtor has an interest, and which are not otherwise Excluded Assets.

Notwithstanding the foregoing, "Transferred Assets" shall not include Assets relating to Taxes.

All capitalized terms not otherwise defined herein shall have those meanings defined in that certain Reorganization Agreement dated as of December 5, 2016, by and between the Debtor and Mi Pueblo Newco, LLC, a Delaware limited liability company.