

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Trademark Security Interests)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		08/01/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cardenas Markets LLC		
Street Address:	2501 East Guasti Road		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Los Altos Ranch Market Acquisition, LLC		
Street Address:	2501 East Guasti Road		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Mi Pueblo Newco, LLC		
Street Address:	2501 East Guasti Road		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3662254	CARDENAS	
Registration Number:	3649112	CARDENAS	
Registration Number:	3235562	SIEMPRE #1 EN PRODUCTOS LATINOS.	
Registration Number:	4237917	CASA CARDENAS	
Registration Number:	4411273	CASA CARDENAS	
Registration Number:	3694472	CARDENAS NADIE NOS IGUALA	
Serial Number:	76718918	VIDA SALUD Y SABOR	

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Property Type	Number	Word Mark
Serial Number:	86313820	LOS ALTOS RANCH MARKET
Serial Number:	86397240	PRO'S RANCH MARKETS
Serial Number:	86397250	PRO'S RANCH MARKETS
Serial Number:	77463071	RANCHIE THE BULL
Serial Number:	85256106	ASI ES MI PUEBLO
Serial Number:	76978829	MI PUEBLO MP
Serial Number:	76699342	MP FOOD CENTER
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

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

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/02/2022

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 1, 2022, (the “Effective Date”), is made by Bank of Montreal, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 29, 2016, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered: (a) a Grant of Security Interest in Trademark Rights, dated as of November 29, 2016 (the “2016 Trademark Security Agreement”); (b) a Grant of Security Interest in Trademark Rights, dated as of June 10, 2019 (the “2019 Trademark Security Agreement”); and (c) a Grant of Security Interest in Trademark Rights, dated as of June 3, 2021 (the “2021 Trademark Security Agreement” and, together with the 2016 Trademark Security Agreement and the 2019 Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 29, 2016, at Reel/Frame 5929/0126; the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 18, 2019, at Reel/Frame 6672/0991; and the 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 3, 2021, at Reel/Frame 7315/0220;

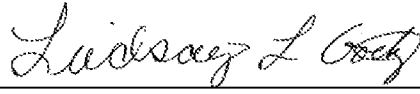
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto and all goodwill associated therewith, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

BANK OF MONTREAL, as Collateral Agent

By: 

Name: Lindsay Goetz

Title: Managing Director

GRANTORS:

CARDENAS MARKETS LLC
LOS ALTOS RANCH MARKET
ACQUISITION, LLC
MI PUEBLO NEWCO, LLC






SCHEDULE IRelease of Trademark Security Agreement recorded November 29, 2016 at Reel/Frame 5929/0126**UNITED STATES TRADEMARKS:**

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Cardenas Markets LLC	N/A	3662254	Cardenas and Design
Cardenas Markets LLC	N/A	3649112	Cardenas and Design (w/ pig holding coin)
Cardenas Markets LLC	N/A	3235562	Siempre #1 En Productos Latinos and Design
Cardenas Markets LLC	N/A	4237917	Casa Cardenas
Cardenas Markets LLC	N/A	4411273	Casa Cardenas
Cardenas Markets LLC	N/A	3694472	Cardenas Nadie nos Iguala and Design
Cardenas Markets LLC	(Ser. No. 76/718,918)	N/A	VIDA SALUD Y SABOR and Design

Release of Trademark Security Agreement recorded June 18, 2019 at Reel/Frame 6672/0991**U.S. Trademark Registrations and Applications**

Mark	Jurisdiction	Status	Filing Date	App. No.	Reg. Date	Reg. No.	Owner
GOT MASA?	US State (AZ)	REGISTERED	--	--	05-DEC-2017	9042146	LOS ALTOS RANCH MARKET ACQUISITION, LLC
LOS ALTOS RANCH MARKET	US Federal	REGISTERED	18-JUN-2014	86313820	06-OCT-2015	4828145	LOS ALTOS RANCH MARKET ACQUISITION, LLC
PRO'S RANCH MARKETS	US Federal	REGISTERED	17-SEP-2014	86397240	19-MAY-2015	4738521	LOS ALTOS RANCH MARKET ACQUISITION, LLC
PRO'S RANCH MARKETS (& Design) 	US Federal	REGISTERED	17-SEP-2014	86397250	16-JUN-2015	4754849	LOS ALTOS RANCH MARKET ACQUISITION, LLC
RANCHIE THE BULL (& Design) 	US Federal	REGISTERED	01-MAY-2008	77463071	16-JUN-2009	3637734	LOS ALTOS RANCH MARKET ACQUISITION, LLC
ASI ES MI PUEBLO	US Federal	PENDING Intent to Use	02-MAR-2011	85256106	--	--	MI PUEBLO NEWCO, LLC
MI PUEBLO MP (& Design) 	US Federal	REGISTERED	16-JUL-2007	76978829	17-FEB-2009	3576655	MI PUEBLO NEWCO, LLC
MP FOOD CENTER (& Design) 	US Federal	REGISTERED	04-SEP-2009	76699342	14-FEB-2012	4099200	MI PUEBLO NEWCO, LLC

Release of Trademark Security Agreement recorded June 3, 2021 at Reel/Frame 7315/0220

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
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