

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754486

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance to be a security interest. Assignor is Chef Merito, LLC and Assignee is NXT Capital, LLC, as Agent, previously recorded on Reel 007789 Frame 0513. Assignor(s) hereby confirms the grant of a security interest by Chef Merito, LLC as Assignor to NXT Capital, LLC, as Agent, as Assignee.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chef Merito LLC		07/15/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	6305433	SABROSITO
Registration Number:	4301459	WHAT'S FOR DINNER? ASK CHEF MERITO
Registration Number:	4413097	M
Registration Number:	4275036	M
Registration Number:	3461307	BIXOLITO
Registration Number:	3512496	PIKOS PIKOSOS
Registration Number:	2939500	CHEF MERITO
Registration Number:	2584781	EN EL MUNDO SOLAMENTE HAY UN SABOR LATIN
Registration Number:	2561437	CON CHEF MERITO EN LA SARTEN, CUALQUIERA
Registration Number:	2561417	EL POLLO MAS EXQUISITO, USTED LO PREPARA
Registration Number:	2498108	BIXOLITO
Registration Number:	1777939	PIKOS PIKOSOS HOT PICOSO SAZONADOR ESTIL
Registration Number:	1743287	SABROSITO!
Registration Number:	1579291	CHEF MERITO
Registration Number:	1367954	CHEF MERITO

CH \$440.00 6305433

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90098687	CHEF MERITO
Serial Number:	90098702	SABROSITO

CORRESPONDENCE DATA

Fax Number: 3125774688

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: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	09/09/2022

Total Attachments: 9

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital LLC		07/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chef Merito LLC		
Street Address:	7915 Sepulveda Blvd		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91405		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	90098682	SABROSITO	
Serial Number:	85714923	WHAT'S FOR DINNER? ASK CHEF MERITO	
Serial Number:	85656050	M	
Serial Number:	85634896	M	
Serial Number:	77317317	BIXOLITO	
Serial Number:	77975916	PIKOS PIKOSOS	
Serial Number:	76585688	CHEF MERITO	
Serial Number:	76166255	EN EL MUNDO SOLAMENTE HAY UN SABOR LATIN	
Serial Number:	76131373	CON CHEF MERITO EN LA SARTEN, CUALQUIERA	
Serial Number:	76123459	EL POLLO MAS EXQUISITO, USTED LO PREPARA	
Serial Number:	76109285	BIXOLITO	
Serial Number:	74268922	PIKOS PIKOSOS HOT PICOSO SAZONADOR ESTIL	
Serial Number:	74268997	SABROSITO!	
Serial Number:	73802261	CHEF MERITO	
Serial Number:	73524440	CHEF MERITO	
Serial Number:	90098687	CHEF MERITO	
Serial Number:	90098702	SABROSITO	
CORRESPONDENCE DATA			

TRADEMARK

REEL: 007832 FRAME: 0128

CH \$440.00 90098682

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 15th day of July, 2022, by Chef Merito, LLC, a California limited liability company (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”).

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of July 15, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of July 15, 2022, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (other than Excluded Property) (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

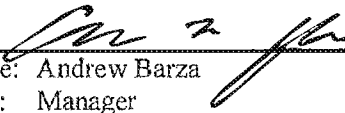
(i) each Trademark listed on Schedule 1 annexed hereto (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CHEF MERITO, LLC, a California limited liability company

By: 
Name: Andrew Barza
Title: Manager

Trademark Security Agreement

TRADEMARK
REEL: 007832 FRAME: 0130


Agreed and Accepted
As of the Date First Written Above:




NXT CAPITAL, LLC, as Agent

By:  _____
Name: Jeff White
Title: Director

SCHEDULE 1

Trademark Registrations

Trademark	Application No.	Application Date	Registration No.	Registration Date
SABROSITO	90098682	8/0720	6305433	3/30/21
WHAT'S FOR DINNER? ASK CHEF MERITO	85714923	8/28/12	4301459	3/12/13
	85656050	6/19/12	4413097	10/08/13
	85634896	5/24/12	4275036	1/15/13
BIXOLITO	77317317	10/30/07	3461307	7/08/08
PIKOS PIKOSOS	77975916	4/18/07	3512496	10/07/08
CHEF MERITO	76585688	4/07/04	2939500	4/12/05
EN EL MUNDO SOLAMENTE HAY UN SABOR LATINO . . . CHEF MERITO	76166255	11/16/00	2584781	6/25/02
CON CHEF MERITO EN LA SARTEN, CUALQUIERA COCINA BIEN	76131373	9/19/00	2561437	4/16/02
EL POLLO MAS EXQUISITO, USTED LO PREPARA CON CHEF MERITO!	76123459	9/07/00	2561417	4/16/02
Bixolito	76109285	8/15/00	2498108	10/16/01

Trademark	Application No.	Application Date	Registration No.	Registration Date
	74268922	4/24/92	1777939	6/22/93
iSabrosito! 	74268997	4/24/92	1743287	12/29/92
CHEF MERITO	73802261	5/25/89	1579291	1/23/90
	73524440	2/28/85	1367954	10/29/85

Trademark Applications

Trademark	Application No.	Application Date
CHEF MERITO	90098687	8/07/20
SABROSITO	90098702	8/07/20