

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752868

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
V & V Supremo Foods, Inc.		07/29/2022	Corporation:
V & V Bridgeview LLC		07/29/2022	Limited Liability Company:
Chula Vista Cheese Company		07/29/2022	General Partnership:

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	320 S. Canal St., Floor 15
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1426692	CHIHUAHUA
Registration Number:	1519982	SIERRA
Registration Number:	1928829	V & V SUPREMO
Registration Number:	2020442	DEL CARIBE
Registration Number:	2072917	SUPREMO
Registration Number:	2547216	VV
Registration Number:	3383674	AY CHIHUAHUA
Registration Number:	3730296	RANCHERITO
Registration Number:	3731303	CHIHUAHUA
Registration Number:	4065148	VV SUPREMO
Registration Number:	4152152	VV SUPREMO
Registration Number:	4654643	RANCHERITO
Registration Number:	4813138	CHIHUAHUA
Registration Number:	4918294	PONLE UN POQUITO DE ...
Registration Number:	5181823	PONLE A TU VIDA...
Registration Number:	5317574	PUT A LITTLE LOVE
Registration Number:	5317575	PONLE UN POQUITO DE AMOR

CH \$615.00 1426692

Property Type	Number	Word Mark
Registration Number:	5317842	METTERE UN PO DAMORE ...
Registration Number:	5330581	PONLE UN POQUITO DE AMOR ...
Registration Number:	5351337	PUT A LITTLE LOVE...
Registration Number:	5519783	SUPREMO MEXICANO
Registration Number:	5606110	FAMILIAS VILLASENOR VV SUPREMO 1964 EST.
Registration Number:	6680696	INSPIRA
Serial Number:	90324507	V V&V SUPREMO

CORRESPONDENCE DATA

Fax Number: 3129774405

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: 312-977-4400

Email: tefiester@nixonpeabody.com

Correspondent Name: Joseph Pesa

Address Line 1: 70 West Madison Street, Suite 5200

Address Line 2: Nixon Peabody LLP

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	295026-000020
NAME OF SUBMITTER:	Joseph Pesa
SIGNATURE:	/Joseph Pesa/
DATE SIGNED:	09/01/2022

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of this 29th day of July, 2022 by V & V Supremo Foods, Inc., an Illinois corporation (“*V&V Supremo*”), V & V Bridgeview LLC, a Delaware limited liability company (“*V&V Bridgeview*”), Chula Vista Cheese Company, an Illinois general partnership (“*Chula Vista*”, and together with V&V Supremo and V&V Bridgeview, the “*Grantors*” and each a “*Grantor*”), in favor of BMO Harris Bank N.A. (“*Bank*”).

W I T N E S S E T H

WHEREAS, Grantors and Bank, are parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantors by Bank; and

WHEREAS, to secure the complete and timely payment and satisfaction of the Obligations (as defined in the Credit Agreement), and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Grantors (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by Bank in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (the “Secured Obligations”), pursuant to that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) each Grantor has granted to Bank, for its benefit and the benefit of Bank, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter created, acquired, or arising software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby and all products and proceeds thereof.

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, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Bank, for the

benefit of itself, and hereby reaffirms its grant under the Security Agreement of a continuing first priority and perfected security interest in all of such Grantor's rights, title and interests in and to the following property of such Grantor, whether now owned or existing or hereafter created, acquired or arising:

(i) all United States trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by a Grantor, all applications, registrations and recordings for any of the foregoing including, but not limited to: (a) the applications, registrations and recordings thereof, including, without limitation, those referred to in Schedule 1 hereto; (b) all reissues, extensions or renewals of any of the foregoing; (c) all goodwill of the business symbolized by the foregoing; (d) all customer lists, formulae and other records of a Grantor relating to the distribution of products and services in connection with which any of the foregoing are used; (e) the right to sue for all past, present and future infringements of any of the foregoing; and (f) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Trademarks*");

(ii) all United States letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, and applications, registrations and recordings for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Patents*");

(iii) All United States copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by a Grantor, and, with respect to any and all of the foregoing: (a) all applications, registrations and recordings for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "*Copyrights*"); and

(iv) all products and proceeds of any Trademarks, Patents or Copyrights and any and all proceeds of the foregoing described in this Section 2.

3. Covenants. Except as otherwise permitted under the Credit Agreement or the other Loan Documents, no Grantor shall sell, license, grant any option, assign or further

encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Bank.

4. Representations and Warranties; New Trademarks, Patents and Copyrights. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks and trademark applications registered with the United States Patent and Trademark Office (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), copyrights and copyright applications registered with the United States Copyright Office, and patents and patent applications registered with the United States Patent and Trademark Office, owned or registered to such Grantor under the laws of the United States of America as of the date of this Agreement. If, before the Secured Obligations are paid in full or before the Credit Agreement and other Loan Documents have been terminated, any Grantor (a) becomes aware of any existing Trademark, Copyright or Patents of which such Grantor has not previously informed Bank or (ii) becomes entitled to the benefit of any Trademark, Copyright or Patents which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Grantor shall give to Bank prompt written notice thereof. Each Grantor hereby authorizes Bank to modify this Agreement by amending Schedule 1 hereto to include any such Trademark, Copyright or Patent and to file a duplicate original of this Agreement containing the amended Schedule.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give notice in writing to Bank in accordance with the terms of the Security Agreement with respect to any such new Trademarks, Patents or Copyrights or renewal or extension of any Trademark, Patent or Copyright registration. Without limiting such Grantor's obligations under this Section, such Grantor hereby authorizes Bank unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark, Patent or Copyright rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Bank's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on Schedule 1.

6. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

8. Governing Law; Jurisdiction; Venue. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of

the laws of another jurisdiction. THE PROVISIONS OF SECTIONS 9.17 and 9.18 OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS*.

[Signatures to appear on following page]

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

“GRANTORS”

V & V SUPREMO FOODS, INC.

By: 
Name: Philip Villaseñor
Title: Chief Integrator

V & V BRIDGEVIEW LLC

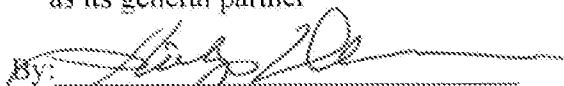
By: 
Name: Philip Villaseñor
Title: Chief Integrator

CHULA VISTA CHEESE COMPANY

By V & V Supremo Foods, Inc.,
as its general partner

By: 
Name: Philip Villaseñor
Title: Chief Integrator

By V & V Mexican Food Products, Inc.,
as its general partner

By: 
Name: Philip Villaseñor
Title: Chief Integrator

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007838 FRAME: 0204

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

“GRANTORS”

V & V SUPREMO FOODS, INC.

By: _____
Name:
Title:

V & V BRIDGEVIEW LLC

By: _____
Name:
Title:

CHULA VISTA CHEESE COMPANY

By: _____
Name:
Title:

Agreed and Accepted:

BMO HARRIS BANK, N.A.:

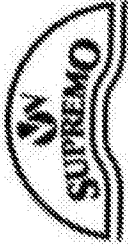

By: Maria Kelly
Name: Maria Kelly
Title: Authentic, Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


SCHEDULE 1





Trademarks

U.S. Trademark Registrations

<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
V&V Supremo Foods, Inc.	CHIHUAHUA	1/27/1987	1426692
V&V Supremo Foods, Inc.	SIERRA	1/10/1989	1519982
V&V Supremo Foods, Inc.		10/24/1995	1928829
V&V Supremo Foods, Inc.	DEL CARIBE	12/3/1996	2020442
V&V Supremo Foods, Inc.	SUPREMO	6/24/1997	2072917
V&V Supremo Foods, Inc.		3/12/2002	2547216

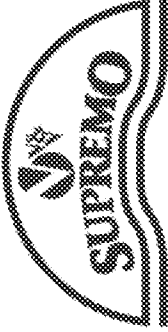
<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
V&V Supremo Foods, Inc.	AY CHIHUAHUA	2/19/2008	3383674
V&V Supremo Foods, Inc.	RANCHERITO	12/29/2009	3730296
V&V Supremo Foods, Inc.	CHIHUAHUA	12/29/2009	3731303
V&V Supremo Foods, Inc.	VV SUPREMO	12/6/2011	4065148
V&V Supremo Foods, Inc.		6/5/2012	4152152

<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
V&V Supremo Foods, Inc.	RANCHERITO	12/16/2014	4654643
V&V Supremo Foods, Inc.	CHIHUAHUA	9/15/2015	4813138
V&V Supremo Foods, Inc.	<i>Ponle un Poquito de</i>  <i>...</i>	3/15/2016	4918294
V&V Supremo Foods, Inc.	Ponle  a tu vida...	4/11/2017	5181823
V&V Supremo Foods, Inc.	PUT A LITTLE LOVE	10/24/2017	5317574

<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
V&V Supremo Foods, Inc.	PONLE UN POQUITO DE AMOR	10/24/2017	5317575
V&V Supremo Foods, Inc.	<i>Mettete un Po D'amore</i> 	10/24/2017	5317842
V&V Supremo Foods, Inc.	<i>Ponle un Poquito de Amor</i> 	11/7/2017	5330581
V&V Supremo Foods, Inc.	<i>Put a Little Love</i> 	12/5/2017	5351337
V&V Supremo Foods, Inc.	SUPREMO MEXICANO	7/17/2018	5519783
V&V Supremo Foods, Inc.		11/13/2018	5606110

<u>Company</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
V&V Supremo Foods, Inc.	INSPIRA	3/22/2022	6680696
Chula Vista Cheese Company	None		
V&V Bridgeview LLC	None		

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
V&V Supremo Foods, Inc.		11/17/2020	90324507
Chula Vista Cheese Company	None		
V&V Bridgeview LLC	None		

U.S. State Trademark Registrations

<u>Company</u>	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
V&V Supremo Foods, Inc.	IN - (Indiana)	RANCHERITO	7/12/2002	2002-0369
V&V Supremo Foods, Inc.	MI - (Michigan)	RANCHERITO	7/15/2002	03924
V&V Supremo Foods, Inc.	IL - (Illinois)	RANCHERITO	7/11/2002	89272
V&V Supremo Foods, Inc.	IL - (Illinois)	RANCHERITO	11/8/2002	89799
V&V Supremo Foods, Inc.	MI - (Michigan)	RANCHERITO	10/23/2002	04446

Patents
None

Copyrights

U.S. Copyright Registrations

<u>Grantor</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
V&V Supremo Foods, Inc.	Mama V&V Supremo TV Commercial.	PA0001672925	
V&V Supremo Foods, Inc.	Abuelo Radio Commercial Script.	TX0007239948	
V&V Supremo Foods, Inc.	Mama V&V Supremo Radio Commercial Script.	TX0007239942	
V&V Supremo Foods, Inc.	Abuela Radio Commercial Script.	TX0007239946	
V&V Supremo Foods, Inc.	Queso Chihuahua Con Jalapeno.	VA0001690360	
V&V Supremo Foods, Inc.	VV SUPREMO REQUESON.	VA0001690406	
V&V Supremo Foods, Inc.	VV SUPREMO QUESO CHIHUAHUA RALLADO.	VA0001690446	
V&V Supremo Foods, Inc.	VV SUPREMO SOPESES.	VA0001690461	
V&V Supremo Foods, Inc.	QUESO CHIHUAHUA.	VA0001690581	
V&V Supremo Foods, Inc.	VV SUPREMO QUESO RANCHERITO.	VA0001697602	
V&V Supremo Foods, Inc.	VV SUPREMO QUESO PARA FREIR.	VA0001697762	
V&V Supremo Foods, Inc.	VV SUPREMO QUESO PANELA.	VA0001698221	
V&V Supremo Foods, Inc.	VV SUPREMO QUESO DEL CARIBE.	VA0001698223	

<u>Grantor</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Author</u>
V & V Supremo Foods, Inc.	VV SUPREMO QUESO ENCHILADO.	VA0001711641	
V & V Supremo Foods, Inc.	VV SUPREMO QUESO FRESCO.	VA0001711642	
V & V Supremo Foods, Inc.	VV SUPREMO QUESO OAXACA.	VA0001711655	
V & V Supremo Foods, Inc.	V SUPREMO QUESO ASADERO.	VA0001711656	
V & V Supremo Foods, Inc.	VV SUPREMO QUESO CHIHUAHUA CON CHIPOLTE.	VA0001711660	
V & V Supremo Foods, Inc.	VV SUPREMO CREMA SUPREMO LABEL with picture	VA0001711661	
V & V Supremo Foods, Inc.	VV SUPREMO QUESO ASADERO CON CHIPOLTE.	VA0001711664	
V & V Supremo Foods, Inc.	VV SUPREMO CREMA SUPREMO LABEL.	VA0001715508	
V & V Supremo Foods, Inc.	Mama Solo Nos Da Lo Mejor Billboard.	VA0001723985	
V & V Supremo Foods, Inc.	Mama Sabe Preparar Sonrisas Billboard.	VA0001723987	
V & V Supremo Foods, Inc.	Amor Es Siempre Dar Lo Mejor Billboard.	VA0001723988	
V & V Supremo Foods, Inc.	El Amor Y Sabor De Mama Billboard.	VA0001724015	
V & V Supremo Foods, Inc.	MMM SUPREMO TRADICION DE FAMILIA.	VA0001748542	
V & V Supremo Foods, Inc.	VV SUPREMO QUESO FRESCO Packaging.	VAut001086304	
Chula Vista Cheese Company		None	
V & V Bridgeview LLC		None	