

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red's All Natural, LLC		01/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stellus Capital Investment Corporation, as Collateral Agent		
Street Address:	4400 Post Oak Parkway, Suite 2200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6882530	RED'S	
Registration Number:	6623735	MEAT'WICH	
Registration Number:	5334584	RED'S	
Registration Number:	5203463	RED'S	
Registration Number:	5072228	RED'S NATURAL FOODS	
Registration Number:	5071957	RED'S NATURAL FOODS	
Registration Number:	5011930	RED'S NATURAL FOODS	
Serial Number:	97102426		
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	amberwest@mvalaw.com, PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	036760.000355		
NAME OF SUBMITTER:	John Slaughter		

OP \$215.00 6882530

SIGNATURE:	/john slaughter/
DATE SIGNED:	01/31/2023
Total Attachments: 5 source=(2023) TSA - Red's All Natural to Stellus#page1.tif source=(2023) TSA - Red's All Natural to Stellus#page2.tif source=(2023) TSA - Red's All Natural to Stellus#page3.tif source=(2023) TSA - Red's All Natural to Stellus#page4.tif source=(2023) TSA - Red's All Natural to Stellus#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2023 (this “Trademark Security Agreement”), is made by **RED’S ALL NATURAL, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **STELLUS CAPITAL INVESTMENT CORPORATION** (in its individual capacity, “Stellus”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Centeotl Parent, LLC, a Delaware limited liability company, as Holdings, Centeotl Finance Merger Sub, LLC, a Delaware limited liability company, and after giving effect to the Mergers, Grantor (the “Borrower”), the Lenders from time to time party thereto and Stellus, as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of January 31, 2023, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations:

- a. all of its U.S. Trademarks, 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 of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office), only to the extent that granting a security interest in such Trademark applications would adversely affect the enforceability or validity of such Trademark applications.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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 New York.

- Remainder of page intentionally blank; signature page follows -

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.

RED'S ALL NATURAL, LLC, a Delaware
limited liability company, as Grantor

By: _____

Name: Michael Adair

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

**STELLUS CAPITAL INVESTMENT
CORPORATION,**
as Collateral Agent

By: W. Todd Huskinson

Name: W. Todd Huskinson

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007956 FRAME: 0338

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Red's All Natural, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
RED'S and Design	6882530	10/25/2022
MEAT' WICH	6623735	01/18/2022
RED'S (Stylized)	5334584	11/14/2017
RED'S	5203463	05/16/2017
RED'S NATURAL FOODS (Stylized)	5072228	11/01/2016
RED'S NATURAL FOODS	5071957	11/01/2016
RED'S NATURAL FOODS and Design	5011930	08/02/2016

Trademark Application

Mark	Appl. No.	Filing Date
Design Only	97102426	11/01/2021