

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIANGLE QUALITY FOODS LLC		04/21/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	SANDY SPRING BANK		
Street Address:	6831 Benjamin Franklin Drive		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2959416	GUADALUPE	
Registration Number:	2937741	LA CREMOSITA DE CHIRILAGUA	
Registration Number:	75686		
Registration Number:	77942		
Registration Number:	3320751	MI CANTON	
Registration Number:	3201138	MI CANTON	
Registration Number:	5590409	MI CANTON	
Registration Number:	6303936	MI CANTON	
Registration Number:	4485516	RICCO'S	
Registration Number:	6214507	RICCO'S	
Registration Number:	4891126	ROYAL BEE	
Registration Number:	5731418	TORTA ALEMANA SALVADORAN POUND CAKE	
Registration Number:	6357131	TROPICRUNCH	
Registration Number:	6290600	TROPIC FRESH	
Registration Number:	6280207	VALLE GRANDE	
Registration Number:	3324091	VALLE GRANDE	
Registration Number:	5760493	YOLITA	
Registration Number:	5800500	YOLITA	
Registration Number:	5053152	YOLITA FRUTTI GELS	

OP \$565.00 2959416

Property Type	Number	Word Mark
Registration Number:	5462691	YOLITA
Registration Number:	2113225	DELICIAS
Registration Number:	4986255	LATIN KITCHEN DELICIAS EL GRAN SABOR LAT

CORRESPONDENCE DATA

Fax Number: 4107271115

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: 4106491239

Email: jcarpenter@rosenbergmartin.com

Correspondent Name: John A Carpenter Jr

Address Line 1: 25 S. Charles Street

Address Line 2: 21st Floor

Address Line 4: Baltimore, MARYLAND 21201

NAME OF SUBMITTER: John A. Carpenter Jr.

SIGNATURE: /John A. Carpenter Jr./

DATE SIGNED: 04/28/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Triangle Quality Foods LLC)

2/1st THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into this day of April, 2023 (this "IP Security Agreement") by and between **TRIANGLE QUALITY FOODS LLC**, a Virginia limited liability company, with a place of business at 7855-B Rappahannock Ave., Jessup, Maryland 20794 ("Grantor"), and **SANDY SPRING BANK**, a Maryland banking corporation, its successors and/or assigns, with a place of business at 6831 Benjamin Franklin Drive, Columbia Maryland 21046 ("Lender").

RECITALS

This IP Security Agreement is a supplement to that certain Loan and Security Agreement, dated as of the date hereof, by and among Grantor, loan guarantors as signatories thereto and Lender (the "Loan Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth Grantor's pledge of its intellectual property as security for the indebtedness that Grantor owes the Lender, all as set forth in the Loan Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

Grantor hereby grants to Lender a security interest in and lien on all of (i) the copyright, patent, trademark and trade secrets Intellectual Property assets owned by the Grantor ("Intellectual Property"), including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, (ii) all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such Intellectual Property, (iii) all rights to sue for infringement of such Intellectual Property, (iv) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and (v) all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "IP Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS


All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

TRIANGLE QUALITY FOODS LLC,
a Virginia limited liability company

By: 
Name: CHARLIE TRIZZO
Title: AUTHORIZED PERSON

LENDER:

SANDY SPRING BANK,
a Maryland banking corporation

By: /s/ Sean M. Hough
Name: Sean M. Hough
Title: Senior Vice President

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

TRIANGLE QUALITY FOODS LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

LENDER:

SANDY SPRING BANK,
a Maryland banking corporation

By: /s/ Sean M. Hough
Name: Sean M. Hough
Title: Senior Vice President

[Signature page to IP Security Agreement]

Exhibit 1

**List of Patents, Trademarks, and Copyrights
as of the Date of the Intellectual Property Security Agreement**

U.S. Pending and Issued Patents

None.

US Trademarks Registrations

See Attachment.

US Registered Copyrights

None.

4863-6216-7896, v. 3

Country	TrademarkName	AppNumber	FileDate	RegNumber	RegDate	TrademarkStatus
US	GUADALUPE stylized and/or design	78284270	07-Aug-2003	2959416	07-Jun-2005	Registered



US	LA CREMOSITA DE CHIRILAGUA [stylized/design]	78283838	06-Aug-2003	2937741	05-Apr-2005	Registered
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US	LECTRORAL	97349721	06-Apr-2022			Published
SV	MI CANTON	1288242013	24-Jul-2013	75686	13-May-2016	Registered
SV	MI CANTON	1288232013	24-Jul-2013	77942	06-Jul-2016	Registered
US	MI CANTON	78767145	05-Dec-2005	3320751	23-Oct-2007	Registered
US	MI CANTON	78767143	05-Dec-2005	3201138	23-Jan-2007	Registered
US	MI CANTON	87879820	17-Apr-2018	5590409	23-Oct-2018	Registered
US	MI CANTON	88737019	23-Dec-2019	6303936	30-Mar-2021	Registered
US	PLANET JOY	97409345	13-May-2022			Published
US	PLANET JOY	97409348	13-May-2022			Published
US	PLANET JOY	97450577	09-Jun-2022			Published
US	PLANET JOY and design	97409355	13-May-2022			Published



US	PLANET JOY and design	97409361	13-May-2022			Published
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US	PLANET JOY and design	97450582	09-Jun-2022			Published
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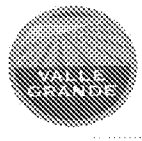
US	RICCO'S	85272298	21-Mar-2011	4485516	18-Feb-2014	Registered
US	RICCO'S	88690429	13-Nov-2019	6214507	08-Dec-2020	Registered
US	ROYAL BEE stylized and/or design	85933586	16-May-2013	4891126	26-Jan-2016	Registered



US	TORTA ALEMANA SALVADORAN POUND CAKE stylized and/or design	87879817	17-Apr-2018	5731418	23-Apr-2019	Registered
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US	TROPI CRUNCH	88801250	18-Feb-2020	6357131	18-May-2021	Registered
US	TROPI FRESH	88752160	09-Jan-2020	6290600	09-Mar-2021	Registered
US	VALLE GRANDE	88779254	30-Jan-2020	6280207	02-Mar-2021	Registered
US	VALLE GRANDE stylized/design/color	78832878	08-Mar-2006	3324091	30-Oct-2007	Registered



US	VELOMAX	97092712	26-Oct-2021			Published
US	YOLITA	87783786	05-Feb-2018	5760493	28-May-2019	Registered
US	YOLITA	88285329	01-Feb-2019	5800500	09-Jul-2019	Registered
US	YOLITA FRUTTI GELS	86847673	14-Dec-2015	5053152	04-Oct-2016	Registered
US	YOLITA stylized and design	87556401	04-Aug-2017	5462691	08-May-2018	Registered



Country	TrademarkName	AppNumber	FileDate	RegNumber	RegDate	TrademarkStatus
US	DELICIAS	74168857	21-May-1991	2113225	18-Nov-1997	Registered
US	LATIN KITCHEN DELICIAS EL GRAN SABOR LATINO stylized and/or design	86436988	28-Oct-2014	4986255	28-Jun-2016	Registered

