

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEXICO FOODS LLC		05/08/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	6400 LAS COLINAS BLVD.		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5530918	DON CHENTE QUESO FRESCO	
Registration Number:	5544447	LA BODEGA MEAT AND PRODUCE WAREHOUSE	
Registration Number:	4966567	MIERCOLES DE FRUTAS Y VERDURAS	
Registration Number:	4858488	SUPERMERCADO EL RANCHO EL REY DE LOS PRE	
Registration Number:	4789555	EL REY DE LOS PRECIOS BAJOS	
Registration Number:	4854167	EL RANCHO	
Registration Number:	3637554	SUPERMERCADO EL RANCHO	
Serial Number:	97793978	Z ZUHAUSETEK	
Serial Number:	97793743	ZUHAUSETEK	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	msasinovic@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Miranda Sasinovic/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	677655.000064		

CH \$240.00 5530918

NAME OF SUBMITTER:	Miranda Sasinovic
SIGNATURE:	/Miranda Sasinovic/
DATE SIGNED:	05/15/2023
Total Attachments: 10 source=Citi-Mexico Foods - Trademark Security Agreement Executed#page1.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page2.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page3.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page4.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page5.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page6.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page7.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page8.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page9.tif source=Citi-Mexico Foods - Trademark Security Agreement Executed#page10.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is entered into as of May 8, 2023, between MEXICO FOODS LLC, a Texas limited liability company (the “*Grantor*”), and CITIBANK, N.A., in its capacity as administrative agent for each of the Secured Parties (in such capacity, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among, *inter alia*, MEXICO FOODS HOLDINGS, LLC, a Texas limited liability company (“*Mexico Holdings*”), LA FABRICA HOLDINGS, LLC, a Texas limited liability company (“*Fabrica Holdings*” and, together with Mexico Holdings, collectively, the “*Holding Entities*,” and each individually, a “*Holding Entity*”), certain Subsidiaries of the Holding Entities party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent, the Lenders have extended Commitments to make financial accommodations to Borrowers;

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of May 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among each Grantor (as defined in the Security Agreement) party thereto from time to time in favor of the Administrative Agent for the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made and Letters of Credit issued from time to time to Borrowers by the Lenders and the L/C Issuer pursuant to the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce the Lenders and the L/C Issuer to make Loans and issue Letters of Credit (including the initial Borrowing) to Borrowers pursuant to the Credit Agreement, the Grantor does hereby agree with the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the “*Trademark Collateral*”), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “*Trademark*”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in full of all Obligations, the Administrative Agent shall, at the Grantor’s expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

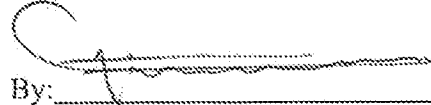
6. Counterparts; Electronic Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execute,” “execution,” “signed,” “signature,” and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Agreement.

7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

[The remainder of this page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers and thereunto duly authorized as of the day and year first above written.

MEXICO FOODS LLC



By: _____

Name: Alejandro de la Mora

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008071 FRAME: 0719

CITIBANK, N.A.,
as Administrative Agent

By: 



Name: Jonathan Wronski
Title: Director


SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT


Trademark Applications and Registrations:

<u>Mark</u>	<u>Goods & Services</u>	<u>Reg. No. or Ser. No.</u>	<u>Owner</u>
 <p>Z ZUHAUSETEK</p>	<p>Baby wipes impregnated with cleaning preparations in Class 3;</p> <p>Electric food blenders; Electric hand-held mixers for household purposes in Class 7;</p> <p>Electric steam irons; Kitchen knives; Non-electric can openers in Class 8;</p> <p>Lightbulbs; Air fryers; Charcoal grills; Electric cookware, namely, pans; Electric fans; Electric refrigerators; Electric sandwich makers; Electric slow cookers; Electric space heaters; Electric toasters; Gas burners; Microwave ovens in Class 11;</p> <p>Party decorations of paper in Class 16;</p> <p>Garden hoses in Class 17;</p> <p>Backpacks in Class 18;</p> <p>Outdoor furniture; Tables in Class 20;</p> <p>Coffee cups; Cooking pans; Household containers for foods; Household utensils, namely, kitchen tongs; Household utensils, namely, spatulas;</p>	<p>US Ser. No. 97793978 filed February 14, 2023</p>	<p>Mexico Foods, LLC</p>

<u>Mark</u>	<u>Goods & Services</u>	<u>Reg. No. or Ser. No.</u>	<u>Owner</u>
	<p>Household utensils, namely, turners; Non-electric cooking pots; Non-electric lemon squeezers; Non-electric pressure cookers; Plastic cups; Slotted spoons in Class 21;</p> <p>Kitchen towels in Class 24;</p> <p>Sandals; Slippers in Class 25;</p> <p>Balloons; Party favor hats; Party games; Plush toys; Pumps especially adapted for use with balls for games; Soccer balls; Toy vehicles in Class 28.</p>		
ZUHAUSETEK	<p>Baby wipes impregnated with cleaning preparations in Class 3;</p> <p>Electric food blenders; Electric hand-held mixers for household purposes in Class 7;</p> <p>Electric steam irons; Kitchen knives; Non-electric can openers in Class 8;</p> <p>Lightbulbs; Air fryers; Charcoal grills; Electric cookware, namely, pans; Electric fans; Electric refrigerators; Electric sandwich makers; Electric slow cookers; Electric space heaters; Electric toasters; Gas burners; Microwave ovens in Class 11;</p> <p>Party decorations of paper in Class 16;</p> <p>Garden hoses in Class 17;</p>	U.S. Ser. No. 97793743 filed February 14, 2023	Mexico Foods, LLC

<u>Mark</u>	<u>Goods & Services</u>	<u>Reg. No. or Ser. No.</u>	<u>Owner</u>
	<p>Backpacks in Class 18;</p> <p>Outdoor furniture; Tables in Class 20;</p> <p>Coffee cups; Cooking pans; Household containers for foods; Household utensils, namely, kitchen tongs; Household utensils, namely, spatulas; Household utensils, namely, turners; Non-electric cooking pots; Non-electric lemon squeezers; Non-electric pressure cookers; Plastic cups; Slotted spoons in Class 21;</p> <p>Kitchen towels in Class 24;</p> <p>Sandals; Slippers in Class 25;</p> <p>Balloons; Party favor hats; Party games; Plush toys; Pumps especially adapted for use with balls for games; Soccer balls; Toy vehicles in Class 28.</p>		
 <p>DON CHENTE QUESO FRESCO</p>	<p>Cheese in Class 29</p>	<p>U.S. Ser. No. 87202617 filed October 13, 2016</p> <p>U.S. Reg. No. 5530918 filed July 31, 2018</p>	<p>Mexico Foods, LLC DBA El Rancho Corp.</p>
 <p>LA BODEGA MEAT AND PRODUCE WAREHOUSE</p>	<p>Wholesale distributorships featuring meats, produce, juices, soft drinks, canned goods, namely, meats, jalapenos, and peppers, eggs, rice, coffee creamers, cooking oil, soap, cleaning supplies, corn meal, flower, hot sauces, churitos, bottled</p>	<p>U.S. Ser. No. 87693782 filed November 21, 2017</p> <p>U.S. Reg. No. 5544447 filed August 21, 2018</p>	<p>Mexico Foods, LLC DBA El Rancho Corp.</p>

<u>Mark</u>	<u>Goods & Services</u>	<u>Reg. No. or Ser. No.</u>	<u>Owner</u>
	water and restaurant supplies in Class 35.		
MIERCOLES DE FRUTAS Y VERDURAS	Retail grocery store services; butcher shop; retail meat market services; retail bakery shops; retail delicatessen services; retail grocery store services featuring tortillas in Class 35.	U.S. Ser. No. 86673149 filed June 24, 2015 U.S. Reg. No. 4966567 filed May 24, 2016	Mexico Foods, LLC DBA El Rancho Corp.
 SUPERMERCADO EL RANCHO EL REY DE LOS PRECIOS BAJOS	Retail grocery store services; butcher shop; retail meat market services; retail bakery shops; retail delicatessen services; retail grocery store services featuring tortillas in Class 35; Bakery services, namely, the manufacture of bakery products to the order and/or specification of others in Class 40; Juice bar services; juice bar services featuring natural flavored water; delicatessen services Class 43.	U.S. Ser. No. 86588166 filed April 6, 2015 U.S. Reg. No. 4858488 filed November 24, 2015	Mexico Foods, LLC DBA El Rancho Corp.
EL REY DE LOS PRECIOS BAJOS	Retail grocery store services; butcher shop; retail meat market services; retail bakery shops; retail delicatessen services; retail grocery store services featuring tortillas in Class 35; Bakery services, namely, the manufacture of bakery products to the order and/or specification of others in Class 40; Juice bar services; juice bar services featuring natural flavored water; delicatessen services in Class 43.	U.S. Ser. No. 86481308 filed December 16, 2014 U.S. Reg. No. 4789555 filed August 11, 2015	Mexico Foods, LLC DBA El Rancho Corp.

<u>Mark</u>	<u>Goods & Services</u>	<u>Reg. No. or Ser. No.</u>	<u>Owner</u>
EL RANCHO	Retail grocery store services; butcher shop; retail meat market services; retail bakery shops; retail delicatessen services; retail grocery store services featuring tortillas in Class 35; Bakery services, namely, the manufacture of bakery products to order and/or specification of others in Class 40; Juice bar services; juice bar services featuring natural flavored water; delicatessen services in Class 43.	U.S. Ser. No. 86481304 filed December 16, 2014. U.S. Reg. No. 4854167 filed November 17, 2015	Mexico Foods, LLC DBA El Rancho Corp.
	Retail grocery stores in Class 35.	U.S. Ser. No. 77434850 filed March 28, 2009 U.S. Reg. No. 3637554 filed June 16, 2009	Mexico Foods, LLC
EL RANCHO SUPERMERCADO	Retail grocery stores in Class 35.	TX Reg. No. 800950358 filed March 30, 2008	Mexico Foods LLC