

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mexico Foods, LLC		06/26/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87693782	LA BODEGA MEAT AND PRODUCE WAREHOUSE	
Serial Number:	86673149	MIERCOLES DE FRUTAS Y VERDURAS	
Serial Number:	86588166	SUPERMERCADO EL RANCHO EL REY DE LOS PRE	
Serial Number:	86481308	EL REY DE LOS PRECIOS BAJOS	
Serial Number:	86481304	EL RANCHO	
Serial Number:	77434850	SUPERMERCADO EL RANCHO	
Serial Number:	87202617	DON CHENTE QUESO FRESCO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$190.00 87693782

DATE SIGNED:	06/26/2023
---------------------	------------

Total Attachments: 6

source=Fresco - Notice of Grant of Security Interest in Trademarks (Mexico Foods LLC)#page1.tif

source=Fresco - Notice of Grant of Security Interest in Trademarks (Mexico Foods LLC)#page2.tif

source=Fresco - Notice of Grant of Security Interest in Trademarks (Mexico Foods LLC)#page3.tif

source=Fresco - Notice of Grant of Security Interest in Trademarks (Mexico Foods LLC)#page4.tif

source=Fresco - Notice of Grant of Security Interest in Trademarks (Mexico Foods LLC)#page5.tif

source=Fresco - Notice of Grant of Security Interest in Trademarks (Mexico Foods LLC)#page6.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 26, 2023 (this “*Notice*”), made by Mexico Foods LLC, a Texas limited liability company (the “*Pledgor*”), in favor of ROYAL BANK OF CANADA (as successor to Credit Suisse AG, New York Branch), as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of August 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among HERITAGE GROCERS GROUP, LLC (formerly known as Hispanic Food Holdings LLC), a Delaware limited liability company (together with its successors and assigns, the “*Borrower*”), TONY’S FINER FOODS ENTERPRISES, LLC, an Illinois limited liability company (the “*Subsidiary Borrower*”), each other Subsidiary of the Borrower identified therein and Royal Bank of Canada (as successor to Credit Suisse AG, New York Branch), as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the

rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

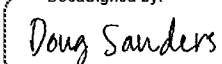
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

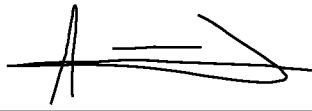
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

Mexico Foods LLC, as Pledgor

DocuSigned by:
By: 
3C9230A2B9BD407
Name: James Douglas Sanders
Title: Chief Executive Officer

ROYAL BANK OF CANADA,
as Collateral Agent,

By:  _____





Name: Annie Lee

Title: Manager, Agency Services

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Mexico Foods LLC

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
 LA BODEGA MEAT AND PRODUCE WAREHOUSE	US	87693782	11/21/2017	5544447	8/21/2018	Registered
MIERCOLES DE FRUTAS Y VERDURAS	US	86673149	6/24/2015	4966567	5/24/2016	Registered
 SUPERMERCADO EL RANCHO EL REY DE LOS PRECIOS BAJOS	US	86588166	4/6/2015	4858488	11/24/2015	Registered
EL REY DE LOS PRECIOS BAJOS	US	86481308	12/16/2014	4789555	8/11/2015	Registered
EL RANCHO	US	86481304	12/16/2014	4854167	11/17/2015	Registered
 SUPERMERCADO EL RANCHO	US	77434850	3/28/2008	3637554	6/16/2009	Registered
 DON CHENTE QUESO FRESCO	US	87202617	10/13/2016	5530918	07/31/2018	Registered