

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Successor Agent and Assignment of Security Interest (Reel 7808 / Frame 0145)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, New York Branch		06/26/2023	Bank: SWITZERLAND
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: 3			
Property Type	Number	Word Mark	
Serial Number:	86313820	LOS ALTOS RANCH MARKET	
Serial Number:	86397240	PRO'S RANCH MARKETS	
Serial Number:	86397250	PRO'S RANCH MARKETS	
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/		
DATE SIGNED:	06/26/2023		
Total Attachments: 11			
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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY), dated as of June 26, 2023 (this “Notice”), is entered into among CREDIT SUISSE AG, NEW YORK BRANCH (“CS”), as the resigning Administrative Agent and Collateral Agent under the Credit Agreement (as defined below) (in such capacities, collectively, the “Resigning Agent”), ROYAL BANK OF CANADA (“RBC”), as the successor Administrative Agent and the successor Collateral Agent (in such capacities, the “Successor Agent”) under the Credit Agreement pursuant to the Resignation, Waiver, Amendment and Appointment Agreement (defined below), HERITAGE GROCERS GROUP INTERMEDIATE, LLC (f/k/a Cardenas Parent, LLC), a Delaware limited liability company (“Holdings”), HERITAGE GROCERS GROUP, LLC (f/k/a Hispanic Food Holdings LLC), a Delaware limited liability company (the “Borrower”), TONY’S FINER FOODS ENTERPRISES, LLC, an Illinois limited liability company (the “Subsidiary Borrower”), MI PUEBLO NEWCO, LLC, a Delaware limited liability company (“Newco”), LOS ALTOS RANCH MARKET ACQUISITION, LLC, a Delaware limited liability company (“Los Altos”), and CARDENAS MARKETS LLC, a Delaware limited liability company (“Cardenas”; together with the Subsidiary Borrower, Newco and Los Altos, the “IP Parties”).

WHEREAS the Borrower, the Subsidiary Borrower, Holdings, the Lenders and the Resigning Agent have entered into that certain First Lien Credit Agreement, dated as of August 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and as in effect immediately prior to the Effective Date, the “Credit Agreement”);

WHEREAS, pursuant to the Loan Documents (as defined in the Credit Agreement), the Borrower granted to Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent and the IP Parties entered into one or more Intellectual Property Security Agreements as identified on Schedule A attached hereto (the “IP Security Agreements”).

WHEREAS, the IP Security Agreements were recorded with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable, as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Resignation, Waiver, Amendment and Appointment Agreement dated as of June 26, 2023 entered into by and among the Resigning Agent, the Successor Agent, Holdings, the Borrower, the Subsidiary Borrower and the other parties thereto (the “Resignation, Waiver, Amendment and Appointment Agreement”), the Resigning Agent resigned as the Administrative Agent and Collateral Agent, and the Successor Agent was appointed and accepted the appointment as the Administrative Agent and Collateral Agent with all the rights, powers, privileges and duties of the Resigning Agent as Collateral Agent under the applicable Loan Documents, including in and to the IP Security Agreements.

NOW, THEREFORE, the parties agree as follows:

1. **Defined Terms.** Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Resignation, Waiver, Amendment and Appointment Agreement, Credit Agreement or other Loan Documents, as applicable.
2. **Succession and Replacement of Agency.** Pursuant to the terms and conditions set forth in the Resignation, Waiver, Amendment and Appointment Agreement, the Resigning Agent has ceased to be the Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Agent under the Loan Documents, and the Resigning Agent transferred, assigned, granted and conveyed unto the

Successor Agent all of its right, title and interest in and to the IP Security Agreements with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Security Documents, including in and to the Collateral scheduled on the IP Security Agreements. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the Resigning Agent under the Loan Documents, including the IP Security Agreements and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

3. Incorporation. All terms set forth in the Resignation, Waiver, Amendment and Appointment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Resignation, Waiver, Amendment and Appointment Agreement, the terms set forth in Resignation, Waiver, Amendment and Appointment Agreement shall apply.


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

RESIGNING AGENT:

CREDIT SUISSE AG, NEW YORK BRANCH, as
the Resigning Agent

By: 

Name:
Title:

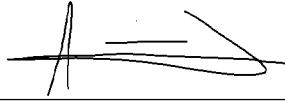
By: 

Name:
Title:

SUCCESSOR AGENT:

ROYAL BANK OF CANADA, as the Successor Agent

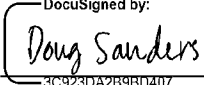
By: _____



Name: Annie Lee

Title: Manager, Agency Services

**HERITAGE GROCERS GROUP, LLC
HERITAGE GROCERS GROUP INTERMEDIATE,
LLC
TONY'S FINER FOODS ENTERPRISES, LLC
CARDENAS MARKETS LLC
LOS ALTOS RANCH MARKET ACQUISITION,
LLC
MI PUEBLO NEWCO, LLC**

By:  3C923DA2B9BD407
Name: James Douglas Sanders
Title: Chief Executive Officer

[Signature Page to Notice of Successor Agent and Assignment of Security Interest (Intellectual Property)]

Schedule A

Intellectual Property



Copyrights:

* Credit Suisse AG copyright security agreement recorded 08/01/2022 at V15008 D715



	Claimant	Title	Registration No.	Registration Date
1.	Cardenas Markets, LLC	Cardenas (with pig holding coin) / by Humberto Howard	VAu000757681	09/24/2012
2.	Cardenas Markets, LLC	Cardenas (with pig holding coin)	VAu001002384	07/30/2008
3.	Cardenas Markets, LLC	Cardenas Nadie nos Iguala	VAu001002379	07/30/2008
4.	Cardenas Markets, LLC	Pig with Coin	VAu001002376	07/30/2008

Trademarks:

* Credit Suisse AG trademark security agreement recorded 08/01/2022 at Reel 7808 / Frame 0107






	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Tony's Finer Foods Enterprises, LLC	TFF TONY'S FINER FOODS & Design 	85030495	05/05/2010	4173672	07/17/2012
2.	Tony's Finer Foods Enterprises, LLC	TONY'S Fresh Market & Design 	86179957	01/30/2014	4608965	09/23/2014

* Credit Suisse AG trademark security agreement recorded 08/01/2022 at Reel 7808 / Frame 0127

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Cardenas Markets LLC	GOT MASA?	87701726	11/29/2017	5950695	12/31/2019
2.	Cardenas Markets LLC	GOT MASA? & Design 	88687853	11/11/2019	6140032	09/01/2020
3.	Cardenas Markets LLC	Design 	88723607	12/11/2019	6037315	04/21/2020






NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)

**TRADEMARK
REEL: 008120 FRAME: 0953**

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
4.	Cardenas Markets LLC	S & Design 	88630673	09/25/2019	6139926	09/01/2020
5.	Cardenas Markets LLC	KEEP LIFE FLAVORFUL	88468496	06/11/2019	6139247	09/01/2020
6.	Cardenas Markets LLC	CAFE OF THE GODS	87865458	04/05/2018	6403851	06/29/2021
7.	Cardenas Markets LLC	CAFÉ CARDENAS & Design 	87865452	04/05/2018	6190235	11/03/2020
8.	Cardenas Markets LLC	Design 	87866381	04/06/2018	6080661	06/16/2020
9.	Cardenas Markets LLC	CAFE OF THE GODS	87982188	04/05/2018	6251779	01/19/2021
10.	Cardenas Markets LLC	CAFÉ CARDENAS & Design 	87982186	04/05/2018	5939048	12/17/2019
11.	Cardenas Markets LLC	Design 	87982171	04/06/2018	6086237	06/23/2020
12.	Cardenas Markets LLC	CAFE OF THE GODS	87983127	04/05/2018	6267082	02/09/2021
13.	Cardenas Markets LLC	CARDENAS RANCH MARKETS	88863115	04/07/2020	6436963	08/03/2021
14.	Cardenas Markets LLC	CARDENAS & Design 	76628601	01/24/2005	3662254	08/04/2009

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TRADEMARK
REEL: 008120 FRAME: 0954

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
15.	Cardenas Markets LLC	CARDENAS & Design 	76631940	02/28/2005	3649112	07/07/2009
16.	Cardenas Markets LLC	SIEMPRE #1 EN PRODUCTOS LATINOS. & Design 	76631922	02/28/2005	3235562	05/01/2007
17.	Cardenas Markets LLC	100% AUTENTICO NIXTAMAL HECHO EN CASA & Design 	88468480	06/11/2019	5948920	12/31/2019
18.	Cardenas Markets LLC	CASA CARDENAS	76706243	02/02/2011	4237917	11/06/2012
19.	Cardenas Markets LLC	CASA CARDENAS	76979192	02/02/2011	4411273	10/01/2013
20.	Cardenas Markets LLC	CARDENAS Nadie nos Iguála & Design 	76631920	02/28/2005	3694472	10/13/2009
21.	Cardenas Markets LLC	¡Siempre Fresco, Siempre Auténtico!	90197100	09/21/2020	6370793	06/01/2021
22.	Cardenas Markets LLC	Always Fresh, Always Authentic!	90197116	09/21/2020	6370795	06/01/2021
23.	Cardenas Markets LLC	ENCARGO	90848247	07/26/2021	7002249	03/14/2023
24.	Cardenas Markets LLC	Design 	90848260	07/26/2021	6824935	08/23/2022

NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)


TRADEMARK
REEL: 008120 FRAME: 0955

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
25.	Cardenas Markets LLC	DONDE VIVEN LAS Tradiciones CARDENAS MARKETS & Design 	97270496	02/16/2022	6827749	08/23/2022
26.	Cardenas Markets LLC	CARDENAS MARKETS LOTERIA & Design 	97379401	04/25/2022		
27.	Cardenas Markets LLC	EXPERIENCE THE Traditions CARDENAS MARKETS & Design 	97270472	02/16/2022		
28.	Cardenas Markets LLC	WE'RE YOUR #1 FLAN	97271888	02/17/2022	6827750	08/23/2022
29.	Cardenas Markets LLC	RIO RANCH MARKET	86754301	09/11/2015	4963662	05/24/2016
30.	Cardenas Markets LLC	RIO RANCH MARKET	86754282	09/11/2015	4982043	06/21/2016
31.	Cardenas Markets LLC	RIO RANCH MARKET & Design 	86754343	09/11/2015	4963665	05/24/2016
32.	Cardenas Markets LLC	RIO RANCH MARKET & Design 	86754360	09/11/2015	4963668	05/24/2016


* Credit Suisse AG trademark security agreement recorded 08/01/2022 at Reel 7808 / Frame 0145

NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)

TRADEMARK
REEL: 008120 FRAME: 0956

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Los Altos Ranch Market Acquisition, LLC	LOS ALTOS RANCH MARKET	86313820	06/18/2014	4828145	10/06/2015
2.	Los Altos Ranch Market Acquisition, LLC	PRO'S RANCH MARKETS	86397240	09/17/2014	4738521	05/19/2015
3.	Los Altos Ranch Market Acquisition, LLC	PRO'S RANCH MARKETS & Design 	86397250	09/17/2014	4754849	06/16/2015

* Credit Suisse AG trademark security agreement recorded 08/01/2022 at Reel 7808 / Frame 0184

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Mi Pueblo Newco, LLC	Mi Pueblo MP & Design 	88597898	08/29/2019	6198138	11/17/2020
2.	Mi Pueblo Newco, LLC	MI PUEBLO	85130609	09/15/2010	6563074	11/16/2021
3.	Mi Pueblo Newco, LLC	MI PUEBLO	85130635	09/15/2010	6746934	05/31/2022

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