

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mesa Foods, LLC		08/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington St., 9th Floor		
Internal Address:	Attn: Legal Dept.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1481771	MESA	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	76HZ-328254		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	08/22/2023		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of August 21, 2023 (this "Agreement"), by Mesa Foods, LLC, a Delaware limited liability company and Teasdale Foods, Inc., a Delaware corporation (each, a "Grantor") in favor of Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent").

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of August 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of August 21, 2023 among Teasdale Foods, Inc., a Delaware corporation (the "Borrower"), Familia Foods, Inc., a Delaware corporation ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 2. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, including, for the avoidance of doubt, Section 7.22 thereof. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. *Counterparts; Electronic Signatures.*

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall

constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby 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.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law rules that would result in the application of a different governing law (other than any mandatory provisions of the UCC relating to the law governing perfection and effect of perfection of the security interests).

SECTION 5. **The Administrative Agent.** The Administrative Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Credit Agreement and the Security Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein. The Administrative Agent shall not be responsible for, nor incur any liability with respect to, insuring the Collateral or the payment of taxes, charges or assessments upon the Collateral or otherwise as to the maintenance of the Collateral. The Administrative Agent shall be under no obligation or duty to take any action under this Agreement, the Security Agreement or any of the Loan Documents or otherwise if taking such action would subject the Administrative Agent to a tax in any jurisdiction where it is not then subject to a tax or would require the Administrative Agent to qualify to do business in any jurisdiction where it is not then so qualified. Any successor Administrative Agent appointed pursuant to Article 8 of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Page Follows]

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

MESA FOODS, LLC
TEASDALE FOODS, INC.

DocuSigned by:

Brian McAuley




By: _____

Name: Brian McAuley

Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Teasdale Foods, Inc.	3207972	Emilios's
Teasdale Foods, Inc.	3345654	Emilio's
Teasdale Foods, Inc.	3207973	Aunt Penny's
Teasdale Foods, Inc.	3345655	Aunt Penny's
Teasdale Foods, Inc.	1546605	Teasdale
Teasdale Foods, Inc.	3675790	Teasdale
Teasdale Foods, Inc.	2155193	Zateca
Teasdale Foods, Inc.	1468492	American Farms
Teasdale Foods, Inc.	2145343	Tio Franco 
Mesa Foods, LLC	1481771	MESA
Teasdale Foods, Inc.	6147997	UNMEXPECTED
Teasdale Foods, Inc.	5789222	TEASDALE LATIN FOODS and Design 
Teasdale Foods, Inc.	5617383	TEASDALE LATIN FOODS and Design 
Teasdale Foods, Inc.	5627754	TEASDALE LATIN FOODS
Teasdale Foods, Inc.	5795637	TEASDALE LATIN FOODS
Teasdale Foods, Inc.	5428542	JARDINE'S
Teasdale Foods, Inc.	5366661	JARDINES
Teasdale Foods, Inc.	5427038	SOUTHWEST CILANTRO
Teasdale Foods, Inc.	5429923	HARVESTED IN THE LAND OF THE SUN
Teasdale Foods, Inc.	5470197	ZATECA
Teasdale Foods, Inc.	4755434	MEXENE
Teasdale Foods, Inc.	4498234	SONTAVA!
Teasdale Foods, Inc.	4513882	CAMPFIRE ROASTED
Teasdale Foods, Inc.	3582118	5-STAR
Teasdale Foods, Inc.	3204068	7J RANCH
Teasdale Foods, Inc.	1915258	7J RANCH
Teasdale Foods, Inc.	2941996	SALSA BOBOS
Teasdale Foods, Inc.	2916914	¡VIVA MEXICO!
Teasdale Foods, Inc.	2727959	PRAIRIE PEACH

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Teasdale Foods, Inc.	1894674	MAGIC GARDEN
Teasdale Foods, Inc.	1725992	CASA FIESTA
Teasdale Foods, Inc.	1700718	TEXASALSA
Teasdale Foods, Inc.	1646199	5-STAR
Teasdale Foods, Inc.	1642193	QUESO LOCO
Teasdale Foods, Inc.	1589201	KILLER
Teasdale Foods, Inc.	1526014	TEXAS CHAMPAGNE
Teasdale Foods, Inc.	1465708	D. L. JARDINE'S
Teasdale Foods, Inc.	1458598	SHOTGUN WILLIE'S
Teasdale Foods, Inc.	1458599	D. L. JARDINE'S
Teasdale Foods, Inc.	1456732	TEXACANTE
Teasdale Foods, Inc.	1331078	CASA FIESTA
Teasdale Foods, Inc.	5987844	TASTE THE UNMEXPECTED
Teasdale Foods, Inc.	5957960	SIMPLY ESPECIAL
Teasdale Foods, Inc.	6714338	RUDY'S ARTISANAL BAKERY
Teasdale Foods, Inc.	6854186	BEANS! THE ORIGINAL PLANT-BASED PROTEIN

TRADEMARK APPLICATIONS

None.