

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RP FOODS LLC		10/03/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97423486	NIKTÉ	
Registration Number:	5183189	KUUI	
Registration Number:	4012383	LA CASONA	
Registration Number:	2757025	LA FERIA DEL SABOR	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00017		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	10/03/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of October 3, 2023, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, RP FOODS ACQUISITION, LLC, a Delaware limited liability company, as the Initial Borrower (“*Initial Borrower*”), and immediately after giving effect to the Acquisition, **RP FOODS LLC**, a Texas limited liability company, (“*Company*”, and together with Initial Borrower, individually and collectively, the “*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, **RP FOODS HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto. For the avoidance of doubt, no security interest or lien is granted with respect to any intent to use application for a Trademark that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such trademark.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

RP FOODS LLC, a Texas limited liability company, as Grantor

By: _____

Name: Guillermo Trevino

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

Accepted:

BYLINE BANK, as Agent

By: 
Name: Jim Kunch
Title: Managing Director

EXHIBIT A

Mark	Status	App. No. and Date	Reg. No. and Date	Owner	Jurisdiction
NIKTÉ	Published	97423486 23-MAY-2022	--	RP FOODS LLC	US
Kuui	Registered	86954385 27-MAR-2016	5183189 11-APR-2017	RP FOODS LLC	US
LA CASONA	Renewed	85225148 25-JAN-2011	4012383 16-AUG-2011	RP FOODS LLC	US
LA FERIA DEL SABOR	Renewed	76299716 15-AUG-2001	2757025 26-AUG-2003	RP FOODS LLC	US