

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843874

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:	NORTHCOAST MEZZANINE SBIC III, LP		
Street Address:	60 South Sixth Street		
Internal Address:	Suite 3500		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97423486	NIKTÉ	
Serial Number:	86954385	KUUI	
Serial Number:	85225148	LA CASONA	
Serial Number:	76299716	LA FERIA DEL SABOR	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	106109-00020		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	10/05/2023		

OP \$115.00 97423486

Total Attachments: 5

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF OCTOBER 3, 2023 BY NORTHCOAST MEZZANINE SBIC III, LP IN FAVOR OF BYLINE BANK, AS SENIOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

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 **NORTHCOAST MEZZANINE SBIC III, LP**, a Delaware limited partnership (the “*Purchaser*”) under that certain Note Purchase 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 Note Purchase Agreement, dated as of the date hereof, among Borrower, **RP FOODS HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), and the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Purchaser (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 Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase 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 Purchaser 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 Purchaser 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.

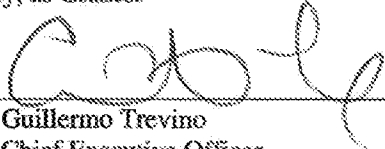
SECTION 5. **Senior Subordination Agreement.** Notwithstanding anything to the contrary contained herein, this Agreement and the rights, benefits and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Senior Subordination Agreement and Purchaser, by Purchaser's acceptance hereof, agrees to be bound by the terms and provisions of the Senior Subordination Agreement.

[Remainder of page left intentionally blank.]

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

GRANTOR:

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

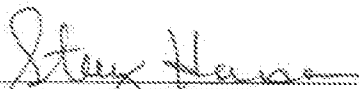
By: 
Name: Guillermo Trevino
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted:

NORTHCOAST MEZZANINE SBIC III, LP,
a Delaware limited partnership

By: NorthCoast Management III, LLC
Its: General Partner

By: 
Name: Stacy Harmsen
Title Founding Partner

[Signature Page to Trademark Security Agreement]

EXHIBIT A

Mark	Status	App. No. and Date	Reg. No. and Date	Owner	Jurisdiction
NIKTÉ	Published	97423486 23-MAY-2022	--	RP FOODS LLC	US
Kuii	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