

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anita's Mexican Foods Corp.		10/06/2023	Corporation: CALIFORNIA
Old Pueblo Ranch Inc.		10/06/2023	Corporation: CALIFORNIA
Anita's Snack Foods Corp.		10/06/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6016198	ANITA'S	
Registration Number:	1286273	VILLA VICTORIA	
Registration Number:	1439375	FLOUR TORTILLAS TEXAS STYLE FOR FAJITAS	
Registration Number:	1529900	LA REINA	
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:	8007130755		
Email:	eric.edwards@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:	Gabriela Zapata		
SIGNATURE:	/Gabriela Zapata/		
DATE SIGNED:	10/06/2023		

OP \$115.00 6016198

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Anita's Mexican Foods Corp.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 6, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Siena Lending Group LLC

Street Address: 9 W Broad Street, 5th floor

City: Stamford

State: Connecticut

Country USA Zip: 06902

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Woolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

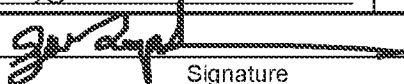
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Gabriela Zapata

Name of Person Signing

10/6/2023

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name, Address, Legal Entity Type, and Citizenship of Assignee.

Enter the name and complete address of the first party receiving the interest. If there is more than one receiving party, check the "Yes" box to indicate that additional information is attached and write the wording "See additional sheet" on the citizenship line. On a separate sheet, provide all of the necessary information about the other receiving parties, as explained below. If the receiving party is an **individual**, check the "individual" box and enter the citizenship of the receiving individual. If the receiving party is a **legal entity**, i.e., corporation, association, limited partnership, etc., designate the legal entity and citizenship of the receiving party by checking the appropriate box and filling in the citizenship information. If a box is not provided for the legal entity, check the "Other" box and write the nature of the legal entity, e.g., limited liability company, trust, estate, etc., and its citizenship. **Information about the entity type and citizenship is mandatory.**

The citizenship of a legal entity is as follows: for a *corporation*, it is the U.S. state (or foreign country) of incorporation; for an *association*, it is the U.S. state (or foreign country) under which it is organized; for a *partnership* or *joint venture*, it is the U.S. state (or foreign country) under which it is organized, etc. In addition, for a *domestic* partnership or *domestic* joint venture, the cover sheet must include the names, legal entities, and national citizenship (or the state or country of organization) of *all* general partners or active members that compose the domestic partnership or domestic joint venture. For a *trust* or *estate*, the same information should be provided. If additional space is needed, check the "Yes" box to indicate that additional information is attached, write the wording "See additional sheet" next to the appropriate entity designation, and provide the required information on the additional sheet.

If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Check the appropriate box to indicate whether or not a designation of domestic representative is attached. Check the "No" box if no information is attached.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Item 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Recordation Branch, Randolph Square, Room 5D01, 2800 South Randolph Street, Arlington, VA 22206. **DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.**

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

Name of Additional Conveying Parties:

Name: Old Pueblo Ranch Inc.

Entity: California corporation

Relationship: Grantor

Name: Anita's Snack Foods Corp.

Entity: Tennessee corporation

Relationship: Grantor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of October 6, 2023 by Anita's Mexican Foods Corp., a California corporation ("AMF"), Old Pueblo Ranch Inc., a California corporation (d/b/a La Reina) ("OPR"), and Anita's Snack Foods Corp., a Tennessee corporation ("ASF") and together with AMF and OPR and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of each Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

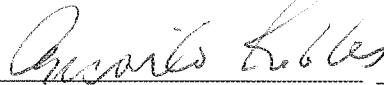
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

ANITA'S MEXICAN FOODS CORP.

By: 
Name: Ricardo Robles
Title: Chief Executive Officer

●LD PUEBLO RANCH INC.

By: 
Name: Ricardo Robles
Title: Chief Executive Officer

ANITA'S SNACK FOODS CORP.

By: 
Name: Ricardo Robles
Title: Chief Executive Officer

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: JASON SCHICK
Title: Authorized Signatory

By: _____
Name: _____
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: _____
Name:
Title: Authorized Signatory

By: *Steven Blumberg*
Name: *Steven Blumberg*
Title: Authorized Signatory


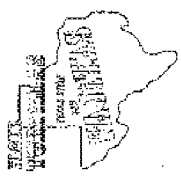
(Signature page to Intellectual Property Security Agreement)

SCHEDULE I

(a) Patents and Patent Licenses

None.

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
Anita's Mexican Foods Corp.		03/24/2020	6016198
Anita's Mexican Foods, Corp.	VILLA VICTORIA	07/17/1984	1286273
Anita's Mexican Foods, Corp.		05/12/1987	1439375
Anita's Mexican Foods, Corp.	LA REINA	03/14/1989	1529900
Anita's Mexican Foods Corp.	LA TOLTECA	07/08/2020	CA 2005505
Anita's Mexican Foods Corp.	LA TOLTECA	02/02/2021	CA 2010038

(c) Copyrights and Copyright Licenses

None.

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]