

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
City National Bank		10/06/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anita's Mexican Foods Corp.		
<b>Street Address:</b>	3454 N. Mike Daley Drive		
<b>City:</b>	San Bernardino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92407		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6016198	ANITA'S	
<b>Registration Number:</b>	1439375	FLOUR TORTILLAS TEXAS STYLE FOR FAJITAS	
<b>Registration Number:</b>	1529900	LA REINA	
<b>Registration Number:</b>	1286273	VILLA VICTORIA	
<b>Registration Number:</b>	2312275	LA REINA	
<b>Registration Number:</b>	2396041	TACO MAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy Pecsénye (KH 154564-01002)		
<b>Address Line 1:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	154564-01002		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	10/09/2023		

OP \$165.00 6016198

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN IP COLLATERAL

This **RELEASE OF SECURITY INTEREST IN IP COLLATERAL**, dated as of October 6, 2023 (this "Release"), is made by City National Bank, a national banking association ("CNB"), as Collateral Agent (in such capacity and together with its successors and permitted assigns in such capacity, the "Collateral Agent") in favor of Anita's Mexican Foods Corp., a California corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Guaranty and Collateral Agreement (as defined below), and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement (as defined below).

### WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Old Pueblo Ranch Inc. (d/b/a La Reina), a California corporation ("OPR"), Anita's Snack Foods Corp., a Tennessee corporation ("ASFC"); together with the Grantor and OPR, the "Company Borrowers"), Robles Family LLC, a California limited liability company ("Robles Family"), and Robles – San Bernardino LLC, a California limited liability company ("Robles SB"); together with Robles Family and the Company Borrowers, the "Borrowers" and each, individually, a "Borrower"), the Collateral Agent and CNB (the "Lender"), the Lender agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Master Loan and Security Agreement, dated as of May 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "CapEx Facility Agreement"), by and among the Company Borrowers and First American Commercial Bancorp, Inc. (the "CapEx Facility Lender"), the CapEx Facility Lender agreed to make extensions of credit to the Company Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lender to make the extensions of credit to the Borrowers under the Credit Agreement and of the CapEx Facility Lender to make the extensions of credit to the Company Borrowers under the CapEx Facility Agreement, the Grantor entered into a Guaranty and Collateral Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), by and among, *inter alios*, the Grantor and the Collateral Agent, pursuant to which the Grantor assigned, transferred and granted to the Collateral Agent a security interest in the IP Collateral (as defined in the Trademark Security Agreement (as defined below));

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of July 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and recorded with the U.S. Patent and Trademark Office ("USPTO") on July 28, 2021 at Reel/Frame No. 7367/0557, pursuant to which the Grantor, as security for the payment and performance in full of the Obligations, pledged to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to

the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the IP Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications set forth in Schedule A attached thereto; and

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to terminate and release the entirety of its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

#### SECTION 1. TERMINATION AND RELEASE

The Collateral Agent hereby DISCHARGES, TERMINATES, RELEASES and CANCELS fully, without recourse, representation or warranty of any kind, its security interest in the IP Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, and agrees that any right, title or interest of the Collateral Agent in the IP Collateral shall hereby cease and become void. The undersigned hereby re-transfers, re-conveys and re-assigns to the Grantor, without recourse, representation or warranty of any kind, any and all right, title and interest that the Collateral Agent may have obtained in or to the IP Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, under the Guaranty and Collateral Agreement and the Trademark Security Agreement. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

#### SECTION 2. RECORDATION

The Collateral Agent hereby authorizes and requests that the USPTO record this Release.

#### SECTION 3. FURTHER ASSURANCES

The Collateral Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its respective agents or designees) reasonably requests, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the IP Collateral.

#### SECTION 4. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CITY NATIONAL BANK**, as Collateral Agent

By: Michael Rosenheck  
Name: Michael D. Rosenheck  
Title: Senior Vice President

SCHEDULE I

to

RELEASE OF SECURITY INTEREST IN IP COLLATERAL

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**A. Trademark Registrations**

<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>
ANITA'S	88046162 20-JUL-2018	6016198 24-MAR-2020
FLOUR TORTILLAS TEXAS STYLE FOR FAJITAS	73610277 18-JUL-1986	1439375 12-MAY-1987
LA REINA	73700280 11-DEC-1987	1529900 14-MAR-1989
VILLA VICTORIA	73428096 31-MAY-1983	1286273 17-JUL-1984
LA REINA	75338150 08-AUG-1997	2312275 25-JAN-2000
TACO MAN	75870994 13-DEC-1999	2396041 17-OCT-2000

**B. Pending Trademark Applications**

None.