

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859341

| | | | |
|-----------------------------------|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Evans Food Group Ltd. | | 12/07/2023 | Corporation: DELAWARE |
| Old Vienna, L.L.C. | | 12/07/2023 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 47 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 98240788 | EVANS | |
| Serial Number: | 98064462 | MORE THAN A CHIP | |
| Serial Number: | 97786566 | CAZO DE ORO LAS RICAS | |
| Serial Number: | 97102937 | MORE CHIPS? YES, PLEASE! | |
| Serial Number: | 90825303 | BUTCHER'S SNACK | |
| Serial Number: | 90027892 | | |
| Serial Number: | 90026631 | CHICAS | |
| Serial Number: | 90026644 | CHICAS | |
| Serial Number: | 88943519 | PÖRQ ARTISANAL FRIED PORK RINDS PANKO CR | |
| Serial Number: | 88853045 | CAZO DE ORO AUTHENTIC FLAVOR SINCE 1935 | |
| Serial Number: | 88652574 | PORQ | |
| Serial Number: | 88457074 | TURKEY CREEK | |
| Serial Number: | 88457137 | TURKEY CREEK SNACKS | |
| Serial Number: | 88457177 | | |
| Serial Number: | 88348052 | DALE CHICHARRÓN | |
| Serial Number: | 88245920 | CAZO DE ORO | |
| Serial Number: | 88121087 | GOLDEN CRACKLINS | |
| Serial Number: | 87949239 | GAYTAN FOODS | |

CH \$1190.00 98240788

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 87875204 | 4505 CRACKLINS |
| Serial Number: | 87875187 | FRIED PORK CURLY QS |
| Serial Number: | 87647004 | |
| Serial Number: | 87639917 | MAC'S |
| Serial Number: | 87639923 | MAC'S |
| Serial Number: | 87626955 | |
| Serial Number: | 87447515 | 4505 BURGERS & BBQ |
| Serial Number: | 87440690 | 4505 MEATS |
| Serial Number: | 87436427 | 4505 CHICHARRONES |
| Serial Number: | 87434501 | 4505 BURGERS & BBQ |
| Serial Number: | 87434503 | 4505 MEATS |
| Serial Number: | 87373379 | MIX FIX |
| Serial Number: | 87373382 | MIX FIX |
| Serial Number: | 86907987 | CHICAS |
| Serial Number: | 86818107 | FLAVOR WORTH CRAVING |
| Serial Number: | 86818120 | BRING HOME THE CRUNCH |
| Serial Number: | 77134143 | HOT DIGGETY'S |
| Serial Number: | 78901472 | DOMINGO'S |
| Serial Number: | 78569993 | LA TOÑITA |
| Serial Number: | 76222545 | PORKIES |
| Serial Number: | 75819827 | RED HOT RIPLETS |
| Serial Number: | 73371562 | BAC'N CHIPS |
| Serial Number: | 73328735 | EVANS |
| Serial Number: | 73328736 | EVANS |
| Serial Number: | 73327778 | ORIGINAL |
| Serial Number: | 73282292 | HOT & SPICY |
| Serial Number: | 73164123 | MAC'S |
| Serial Number: | 71537723 | OLD VIENNA |
| Serial Number: | 88412553 | OLD VIENNA |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312.577.8544

Email: sharon.elkin@katten.com

Correspondent Name: Sharon Elkin c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 387132-00867 |
| NAME OF SUBMITTER: | Sharon Elkin |
| SIGNATURE: | /Sharon Elkin/ |
| DATE SIGNED: | 12/07/2023 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2023, is made by Evans Food Group Ltd., a Delaware corporation and Old Vienna, L.L.C., an Illinois limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WPP BULLET BUYER, LLC, a Delaware limited liability company (together with each other Person who becomes a borrower thereunder by execution of a joinder or similar acknowledgment thereto, each individually, a “Borrower” and collectively, the “Borrowers”), the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 7, 2023 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EVANS FOOD GROUP LTD., a Delaware corporation,
as a Grantor


By: 
Name: Jose Arturo Alejandri Olea
Title: Chief Financial Officer, Secretary and Treasurer

OLD VIENNA, L.L.C., an Illinois limited liability
company, as a Grantor

By: 
Name: Jose Arturo Alejandri Olea
Title: Chief Financial Officer, Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent


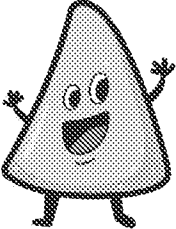


By: 
Name: Matt McLure
Its: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008281 FRAME: 0626

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|---|-----------------|------------------|------------------|-------------------|
|  | 98240788 | 10/25/23 | N/A | N/A |
| MORE THAN A CHIP | 98064462 | 6/29/23 | N/A | N/A |
| CAZO DE ORO LAS RICAS | 97786566 | 2/08/23 | N/A | N/A |
| MORE CHIPS? YES, PLEASE! | 97102937 | 11/01/21 | 6926547 | 12/13/22 |
| BUTCHER'S SNACK | 90825303 | 7/13/21 | 6802744 | 7/26/22 |
|  | 90027892 | 6/30/20 | 6755003 | 6/07/22 |
| <i>Chicas</i> | 90026631 | 6/29/20 | 6747567 | 5/31/22 |
| <i>Chicas</i> | 90026644 | 6/29/20 | 6747568 | 5/31/22 |
| PÖRQ ARTISANAL FRIED PORK RINDS PANKO CRUMBS | 88943519 | 6/02/20 | 6839991 | 9/06/22 |
|  | 88853045 | 3/30/20 | 6174525 | 10/13/20 |
| PÖRQ | 88652574 | 10/13/19 | 6365281 | 5/25/21 |
| Turkey Creek | 88457074 | 6/03/19 | 5953843 | 1/07/20 |
|  | 88457137 | 6/03/19 | 5971441 | 1/28/20 |

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|---|-----------------|------------------|------------------|-------------------|
|  | 88457177 | 6/03/19 | 5937429 | 12/17/19 |
| DALE CHICHARRÓN | 88348052 | 3/20/19 | 6054497 | 5/12/20 |
| CAZO DE ORO | 88245920 | 12/31/18 | 6038127 | 4/21/20 |
| GOLDEN CRACKLINS | 88121087 | 9/18/18 | 5870157 | 9/24/18 |
| GAYTAN FOODS | 87949239 | 6/05/18 | 5817531 | 7/30/19 |
| 4505 CRACKLINS | 87875204 | 4/12/18 | 5673236 | 2/12/19 |
| FRIED PORK CURLY QS | 87875187 | 4/12/18 | 5683889 | 2/26/19 |
|  | 87647004 | 10/16/17 | 5704315 | 3/19/19 |
|  | 87639917 | 10/10/17 | 5468982 | 5/15/18 |
| MAC'S | 87639923 | 10/10/17 | 5468983 | 5/15/18 |
|  | 87626955 | 9/28/17 | 5458767 | 5/01/18 |
|  | 87447515 | 5/12/17 | 5354752 | 12/12/17 |
|  | 87440690 | 5/08/17 | 5354612 | 12/12/17 |
| 4505 CHICHARRONES | 87436427 | 5/04/17 | 5354422 | 12/12/17 |
| 4505 BURGERS & BBQ | 87434501 | 5/03/17 | 5350018 | 12/05/17 |
| 4505 MEATS | 87434503 | 5/03/17 | 5350019 | 12/05/17 |
| MIX FIX | 87373379 | 3/16/17 | 5476684 | 5/22/18 |
|  | 87373382 | 3/16/17 | 5675847 | 2/12/19 |
|  | 86907987 | 2/15/16 | 5253736 | 8/01/17 |
| Flavor Worth Craving | 86818107 | 11/12/15 | 5492588 | 6/12/18 |

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|--|-----------------|------------------|------------------|-------------------|
| Bring Home The Crunch | 86818120 | 11/12/15 | 5581169 | 10/09/18 |
| Hot Diggety's | 77134143 | 3/19/07 | 3452064 | 6/24/08 |
|  | 78901472 | 6/06/06 | 3416117 | 4/22/08 |
| LA TOÑITA | 78569993 | 2/17/05 | 3410377 | 4/08/08 |
| PORKIES | 76222545 | 3/09/01 | 2785360 | 11/25/03 |
| RED HOT RIPLETS | 75819827 | 10/12/99 | 2423085 | 1/23/01 |
| BAC'N CHIPS | 73371562 | 6/25/82 | 1314857 | 1/15/85 |
|  | 73328735 | 9/18/81 | 1257719 | 11/15/83 |
|  | 73328736 | 9/18/81 | 1261053 | 12/13/83 |
|   ORIGINAL | 73327778 | 9/14/81 | 1336963 | 5/21/85 |
| HOT & SPICY | 73282292 | 10/20/80 | 1245679 | 7/12/83 |
|  | 73164123 | 3/29/78 | 1193711 | 4/13/82 |
| Old Vienna | 71537723 | 10/13/47 | 0507876 | 3/22/49 |
| OLD VIENNA | 88412553 | 5/02/19 | 5903036 | 11/05/19 |