

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI21338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Secured Notes Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shearer's Foods Perham, LLC		02/12/2024	Limited Liability Company: DELAWARE
Shearer's Foods, LLC		02/12/2024	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Wilmington Trust, National Association, as trustee and note collateral agent		
<b>Street Address:</b>	1100 N. Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3178174	BEER CHIPS	
<b>Registration Number:</b>	3323634	BEER CHIPS	
<b>Registration Number:</b>	3465817	CACTUS JOE	
<b>Registration Number:</b>	4190973	CUPZ	
<b>Registration Number:</b>	1582820	DELICIOUS	
<b>Registration Number:</b>	4003851	DELICIOUS BAKERY	
<b>Registration Number:</b>	6486601	DELICIOUS SNACKS	
<b>Registration Number:</b>	3360320	DIGGINS CORN CHIPS	
<b>Registration Number:</b>	3196717	JONNY RAPP'S	
<b>Registration Number:</b>	3344102	MADE FROM THE HEART	
<b>Registration Number:</b>	1522017	MEDALLION	
<b>Registration Number:</b>	2558191	MEDALLION	
<b>Registration Number:</b>	2202051	SHEARER PERFECTION IN EVERY BAG	
<b>Registration Number:</b>	3663392	SHEARER'S	
<b>Registration Number:</b>	2999837	SHEARER'S	
<b>Registration Number:</b>	3119618	SHEARER'S	

CH \$490.00.00 78564303

Property Type	Number	Word Mark
Registration Number:	4217184	UNO GRANDE
Registration Number:	1416256	VIC'S CORN POPPER
Registration Number:	2292846	VISTA

**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:** 2136207848

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Justine Lu/White & Case LLP

**Address Line 1:** 555 South Flower Street, Suite 2700

**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2821-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	Justine Lu
<b>DATE SIGNED:</b>	02/13/2024

**Total Attachments: 6**

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SECURED NOTES NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the “Agreement”), dated as of February 12, 2024, made by **SHEARER'S FOODS PERHAM, LLC**, a Delaware limited liability company and **SHEARER'S FOODS, LLC**, an Ohio limited liability company (each, a “Grantor”, and collectively, the “Grantors”), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as trustee and note collateral agent (in such respective capacities, and together with its successors and assigns in such respective capacities, the “Trustee” and the “Agent”) for the Secured Parties on behalf of the Holders (as defined in the Indenture) pursuant to the Base Indenture, dated as of February 12, 2024 (the “Base Indenture” and as amended by the First Supplemental Indenture with Fiesta Intermediate, Inc. (“Holdings”), the Company (as defined therein), the Trustee and the Agent and the Second Supplemental Indenture with Holdings, the Company, the Trustee and the Agent, the “Indenture”), among the Trustee, the Agent, Holdings and the Company.

WHEREAS, pursuant to the Indenture, the Company will issue senior secured notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Indenture, the Company, each Grantor and the other parties party thereto have executed and delivered a Notes Collateral Agreement, dated as of February 12, 2024, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

**SECTION 2. Confirmation of Grant of Security Interest.** Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary

course of its business and Liens permitted under the Indenture, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SHEARER'S FOODS PERHAM, LLC,**  
as Grantor

By: Alan Fritts  
Name: Alan Fritts  
Title: Treasurer and Corporate Controller

**SHEARER'S FOODS, LLC,**  
as Grantor

By: Alan Fritts  
Name: Alan Fritts  
Title: Treasurer and Corporate Controller

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]




**TRADEMARK**  
**REEL: 008343 FRAME: 0631**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Agent

By: *Karen Ferry*  
Name: Karen Ferry  
Title: Vice President

SCHEDULE I

Trademark Registrations and Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Owner</u>	<u>App. No.</u>	<u>Reg. No.</u>
BEER CHIPS	USA	Registered	Shearer's Foods Perham, LLC	78564303 10-FEB- 2005	3178174 28-NOV-2006
 Design IPS &	USA	Registered	Shearer's Foods Perham, LLC	77118918 28-FEB- 2007	3323634 30-OCT-2007
CACTUS JOE	USA	Registered	Shearer's Foods, LLC	77204780 13-JUN- 2007	3465817 15-JUL-2008
CUPZ	USA	Registered	Shearer's Foods, LLC	77743063 22-MAY- 2009	4190973 14-AUG-2012
DELICIOUS 	USA	Registered	Shearer's Foods, LLC	73755292 03-OCT- 1988	1582820 13-FEB-1990
	USA	Registered	Shearer's Foods, LLC	85115287 25-AUG- 2010	4003851 26-JUL-2011
	USA	Registered	Shearer's Foods, LLC	87983956 10-MAY- 2018	6486601 14-SEP-2021
DIGGINS CORN CHIPS	USA	Registered	Shearer's Foods Perham, LLC	77087734 22-JAN- 2007	3360320 25-DEC-2007
JONNY RAPP'S	USA	Registered	Shearer's Foods Perham, LLC	78836794 14-MAR- 2006	3196717 09-JAN-2007

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Owner</b>	<b>App. No.</b>	<b>Reg. No.</b>
MADE FROM THE HEART	USA	Registered	Shearer's Foods Perham, LLC	78922416 05-JUL-2006	3344102 27-NOV-2007
MEDALLION	USA	Registered	Shearer's Foods, LLC	73725924 02-MAY-1988	1522017 24-JAN-1989
MEDALLION	USA	Registered	Shearer's Foods, LLC	76109488 14-AUG-2000	2558191 09-APR-2002
SHEARER PERFECTION IN EVERY BAG	USA	Registered	Shearer's Foods, LLC	75228347 21-JAN-1997	2202051 03-NOV-1998
SHEARER'S	USA	Registered	Shearer's Foods, LLC	77656605 26-JAN-2009	3663392 04-AUG-2009
	USA	Registered	Shearer's Foods, LLC	76573119 30-JAN-2004	2999837 27-SEP-2005
	USA	Registered	Shearer's Foods, LLC	78572203 22-FEB-2005	3119618 25-JUL-2006
UNO GRANDE	USA	Registered	Shearer's Foods Perham, LLC	85535842 07-FEB-2012	4217184 02-OCT-2012
	USA	Registered	Shearer's Foods Perham, LLC	73556120 30-AUG-1985	1416256 04-NOV-1986
	USA	Registered	Shearer's Foods, LLC	75603557 11-DEC-1998	2292846 16-NOV-1999