

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LA BODEGA MEAT, INC.		11/30/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	2001 Ross Avenue, Ste. 4300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201-2998		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3560251	LA BODEGA MEAT	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	641-240		
NAME OF SUBMITTER:	Janie Muennink		
Signature:	/Janie Muennink/		
Date:	12/20/2011		
Total Attachments: 3 source=641 240 tm security agreement nov 30 2011#page1.tif source=641 240 tm security agreement nov 30 2011#page2.tif source=641 240 tm security agreement nov 30 2011#page3.tif			

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made to be effective as of November 30, 2011 ("*Effective Date*") by LA BODEGA MEAT, INC., a Texas corporation having a principal place of business at 2600 McCree Road, Garland, TX 75041 (the "*Debtor*"), in favor of CITIBANK, N.A., a national banking association, having a principal place of business at 2001 Ross Avenue, Suite 4300, Dallas, Texas 75201-2998 ("*Lender*"), for the benefit of Lender (in such capacity, together with its successors and assigns, "*Secured Party*").

### Recitals:

A. Debtor and Secured Party are parties to that certain Pledge and Security Agreement dated as of November 30, 2011 (as amended, restated, or otherwise modified from time to time, the "*Security Agreement*"). For purposes of this Agreement, all terms defined in this Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement.

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Intellectual Property, including, without limitation, all trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, business marks, brand names, trade names, trade dress, names, logos and slogans (collectively, the "*Trademarks*"), together with all goodwill associated with and symbolized by any of the foregoing, to secure the performance of the Secured Obligations, which business is ongoing and existing.

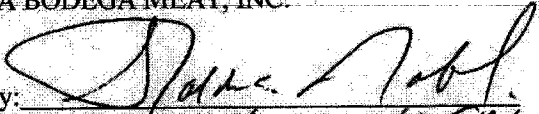
### Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and assigns to Secured Party, to secure the payment and performance of the Secured Obligations, a continuing security interest, lien and collateral assignment in all of Debtor's right, title, and interest in, to and under the Trademarks, whether presently existing or hereafter created or acquired, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof (including without limitation those applications listed on *Schedule 1* to this Agreement), all reissues, extensions, and renewals thereof, all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, the right to sue for past, present, and future infringements of any of the foregoing, all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement, dilution or injury to the goodwill associated with the foregoing, all rights corresponding to any of the foregoing throughout the world, and all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the Effective Date.

LA BODEGA MEAT, INC.

By:   
Name: SARAH E. NAFAL  
Title: PRESIDENT.

Schedule 1  
to  
Trademark Security Agreement

Trademarks

Owner of Record	Trademark	US Registration / Serial No.	Registration / Filing Date
La Bodega Meat, Inc.	La Bodega Meat	3560251	1/13/2009