

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM508890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacifica Foods, LLC		09/04/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3794645	PREMIUM CHACHIES	
Registration Number:	2269128	SAN DIEGO SALSA	
Registration Number:	2011379	CHACHIES	
Registration Number:	2127336	PREMIUM CHACHIES SALSA	
Registration Number:	2066558	THE ORIGINAL SANTA BARBARA SALSA	
Serial Number:	87622804	SANTA BARBARA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-129		
NAME OF SUBMITTER:	Kristin Brzovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	02/06/2019		

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Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of September 4, 2018, by PACIFICA FOODS, LLC, a California limited liability company (“Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 6, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

PACIFICA FOODS, LLC

By: Ming Milton Lieu

Name: Ming Milton Lieu

Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Application No.	Application Date	Registration No.	Registration Date
SANTA BARBARA	87622804	26-SEP-2017	N/A	N/A
PREMIUM CHACHIES 	77716686	17-APR-2009	3794645	25-MAY-2010
SAN DIEGO SALSA 	75540639	21-AUG-1998	2269128	10-AUG-1999
CHACHIES	74600381	18-NOV-1994	2011379	29-OCT-1996
PREMIUM CHACHIES SALSA and DESIGN 	75231225	27-JAN-1997	2127336	6-JAN-1998
THE ORIGINAL SANTA BARBARA SALSA	75046555	22-JAN-1996	2066558	3-MAR-1997