

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rio Grande Food Products, Inc.		11/27/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 Market Street		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87927538	CHIRILAGUA	
Serial Number:	77683555	CHIRILAGUA	
Serial Number:	87927548	CHIRILAGUA	
Serial Number:	87982315	CHIRILAGUA	
Serial Number:	77682582	FRANCISCO MORAZAN	
Serial Number:	87927533	LA BENDICION	
Serial Number:	85041034	LA BENDICION	
Serial Number:	85611034	LA BENDICION	
Serial Number:	85044754	LA PINOLERA	
Serial Number:	86510214	LACTEOS RIO	
Serial Number:	85041031	OLANCHITO	
Serial Number:	87064138	POROSO	
Serial Number:	86868443	QUESOS EL EMPERADOR	
Serial Number:	78706138	RIO GRANDE	
Serial Number:	87846187	RIO MEX	
Serial Number:	87982161	RIO MEX	
Serial Number:	87846189	RIO SUR	
Serial Number:	85251149	YORITO	

CH \$465.00 87927538

CORRESPONDENCE DATA**Fax Number:** 2158648999*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:** 215.864.8352**Email:** shorem@ballardspahr.com**Correspondent Name:** Michael Shore**Address Line 1:** Ballard Spahr LLP**Address Line 2:** 1735 Market Street, 51st Floor**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Michael S. Shore
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SIGNATURE:	/Michael S. Shore/
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DATE SIGNED:	12/01/2020
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Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”) is dated as of November 27, 2020 by RIO GRANDE FOOD PRODUCTS, INC., a Maryland corporation (“RGF” and, together each Person joined hereto from time to time as a pledgor and a borrower under the Credit Agreement (as such term is defined below), each a “Borrower” and collectively, the “Borrowers”) and delivered to PNC Bank, National Association, with a place of business at 1600 Market Street, Philadelphia, PA 19103 (“Agent”).

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit, Term Loan and Security Agreement of even date herewith among RGF, the other persons from time to time joined thereto as borrowers, the financial institutions from time to time party thereto (the “Lenders”) and Agent, as agent for the Lenders (as it may be amended, restated, supplemented or modified from time to time, the “Credit Agreement”), under which Borrowers are granting Agent a lien on and security interest in certain assets of Borrowers associated with or relating to services or products sold under Borrowers’ Trademarks (as defined herein), and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Borrowers have adopted, used and are using, and/or have filed application(s) and/or secured registration(s) of, the trademarks, service marks and tradenames listed on Schedule A attached hereto and made part hereof, together with all the goodwill of Borrowers associated therewith and represented thereby (collectively, the “Trademarks”).

C. Pursuant to the Credit Agreement, Agent is acquiring a continuing security interest in and to and Lien on the Trademarks as security for all of the Obligations and Agent desires to have such security interest in such Trademarks confirmed by this document in such form that it may be recorded in the United States Patent and Trademark Office and other applicable governmental offices.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Borrower grants to Agent for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and a Lien on all of such Borrower’s present and future right, title and interest in and to the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements of the Trademarks, and to recover the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits pertaining to the Trademarks.

2. Each Borrower hereby covenants and agrees to maintain the Trademarks, as permitted under Applicable Law, in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full, and the Credit Agreement is irrevocably terminated, unless such Borrower reasonably deems such Trademark no longer useful to its business.

3. Each Borrower represents, warrants and covenants to Agent that:

(a) To the best of its knowledge, the registrations and pending applications for the Trademarks listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks set forth on Schedule A as of the date hereof are registered, and with regard to new Trademarks acquired after the date hereof, such new Trademarks for which a Borrower reasonably deems registration thereof would be useful to its business will be registered;

(c) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Trademarks set forth on Schedule A, and each of such Trademarks is free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (other than to Agent hereunder) and covenants by such Borrower not to sue third persons, other than Permitted Encumbrances;

(d) Such Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Such Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 with respect to the registration and maintenance of the Trademarks registered in the United States and any other applicable statutes, rules and regulations in connection with its registration and maintenance of the Trademarks except where failure to comply would not reasonably be expected to have a Material Adverse Effect on such Borrower;

(f) Such Borrower has not received written notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademark; and

(g) Such Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Agent and its employees and agents the right (with no obligation of any kind upon Agent to do so) to visit such Borrower's relevant affiliates, franchises or management locations for the purpose of inspecting the use of the Trademarks and quality control records relating thereto, at reasonable times during regular business hours, to ensure Borrowers' compliance with this paragraph 3(g). So long as no Event of Default or other exigent circumstances (as determined by Agent in its reasonable discretion) exists, Agent shall give Borrowers at least five (5) Business Days prior notice of any such visit or inspection.

4. Each Borrower further covenants that:

(a) Until all of the Borrowers' Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is irrevocably terminated, such Borrower will not enter into any agreement, including, without limitation, license agreements or options, which is inconsistent with such Borrower's obligations under this Agreement or the Credit Agreement or which restrict or impair Agent's rights hereunder.

(b) If such Borrower acquires rights in registrations or applications for any new trademarks, service marks or tradenames, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrowers shall give Agent written notice thereof along with an amended Schedule "A" no less frequently than annually, provided that if an Event of Default has occurred and is continuing, such notice and amended Schedule shall be delivered promptly following such acquisition.

5. So long as this Agreement is in effect and so long as Borrowing Agent has not received notice from Agent that an Event of Default has occurred and is continuing under Credit Agreement and that Agent has elected to exercise its rights hereunder: (i) Borrowers shall continue to have the exclusive right to use and own registrations and applications for the Trademarks, to grant licenses to third parties with respect thereto, and to make, have made, distribute and sell goods under the Trademarks; and (ii) Agent shall have no right to use or own registrations and applications for the Trademarks, or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Unless otherwise permitted by the Credit Agreement, each Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under Credit Agreement, each Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, each Borrower hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Borrower's true and lawful attorney-in-fact, with the power to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. All such actions shall be consistent with and subject to the terms of the Credit Agreement. Each Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Agreement and Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is irrevocably terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Credit Agreement and the Other Documents. In the event of an inconsistency between this Agreement and Credit Agreement, the language of this Agreement shall control.

10. Upon each Borrower's performance of all of the Obligations under the Credit Agreement and the Other Documents and after all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement are irrevocably terminated, Agent shall, at Borrowers' expense, execute and deliver to Borrowing Agent all documents reasonably necessary to terminate Agent's continuing security interest in and to and Lien on the Trademarks.

11. Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Agent in connection with: (a) the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, (b) the filing or recording of any documents (including all taxes in connection therewith) in public offices relating to the security interest granted hereby, (c) the filing or recording of any other documents in public offices (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or (d) defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrowers on demand by Agent and until so paid shall be added to the principal amount of Obligations to Agent and shall bear interest at the otherwise applicable rate prescribed in the Credit Agreement provided, however, that Agent shall only have the rights set forth in paragraph 11(c) if and while an Event of Default exists under the Credit Agreement. At all other times, such rights may only be exercised by Borrowers.

12. Subject to the terms of the Credit Agreement, Borrowers shall have the duty, until Borrowers' Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is irrevocably terminated, to (1) prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, except any application and/or registration reasonably deemed by a Borrower no longer useful in such Borrower's business, (2) to preserve and maintain all of Borrowers' rights in the Trademarks, except Trademarks reasonably deemed by a Borrower no longer useful in such Borrower's business, and (3) upon reasonable request of Agent, Borrowers shall make federal application on registerable but unregistered Trademarks belonging to any Borrower or licensed to any Borrower (if permitted pursuant to any such license). Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrowers. Unless otherwise permitted by the Credit Agreement, no Borrower shall abandon any Trademarks without the prior written consent of Agent, unless such Borrower reasonably deems such Trademark no longer useful to its business.

13. Borrowers shall have the right to bring suit in their own name to enforce the Trademarks as permitted under the Credit Agreement, in which event Agent may, upon consent of the Borrowers or if an Event of Default exists, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrowers shall promptly, upon written demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuation of an Event of Default under Credit Agreement, Agent may, without any obligation to do so, complete any obligation of any Borrower hereunder, in such Borrower's name or in Agent's name, but at the expense of Borrowers.

15. No course of dealing between Borrowers and Agent nor any failure to exercise, nor any delay in exercising, on the part of Borrowers or Agent any right, power or privilege hereunder, shall operate as a waiver thereof by such failing or delaying party, and all of Borrowers' and Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or the Other Documents, or by any other future agreements between any Borrower and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement and all matters arising out of or related to this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 16.1 of the Credit Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Each Borrower agrees to the jurisdiction and venue of the state and federal courts of the jurisdiction set forth in Section 16.1 of the Credit Agreement and to service by certified mail, return receipt requested at the address of such Borrower.

20. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR

OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

~~RIO GRANDE FOOD PRODUCTS, INC.~~

~~By: _____
Name: Fernando Alvarado
Title: Vice President~~

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: William A. Brown
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

RIO GRANDE FOOD PRODUCTS, INC.

By: _____
Name:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA
STATE OF VA
COUNTY OF Fairfax

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:SS
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On this 27th day of November, 2020, before me personally appeared Fernando Alvarado, to me known and being duly sworn, deposes and says that he is the Vice President of Rio Grande Food Products, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Flor M. Benavidez

Notary Public

My Commission Expires: Nov. 30, 2023

FLOR DE MARIA BENAVIDEZ
NOTARY PUBLIC
REG. #7138973
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOVEMBER 30, 2023

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

See attached.

04161.0008.0022	CHERILAGUA	United States of America	Allowed	Rio Grande Food Products, Inc.	07927538	18-May-2018			29 Int., 30 Int., 31 Int.	Frozen fruits and vegetables, bean dip, yuca chips, plantain chips, omelets, drinkable yogurt, dairy products excluding ice cream, ice milk, and frozen yogurt; namely, yogurt; rice powder drinks, namely, rice milk; Sweet bread, cookies, candy, processed grains, tomato sauce, and corn-based snack foods, and corn-based foods, namely, tamales, tortillas, corn cakes, and pupusas.; Fruit juices; rice-powdered drinks, namely, horchata.	Statement of Use 3rd Extension - 07-Nov-2020 - Final
04161.0008.0009	CHERILAGUA	United States of America	Registered	Rio Grande Food Products, Inc.	77683555	04-Mar-2009	3792038	25-May-2010	29 Int.	Dried beans.	Renewal - Opening date - 25-May-2029 - Due Date
04161.0008.0021	CHERILAGUA	United States of America	Registered	Rio Grande Food Products, Inc.	07927548	18-May-2018	5760952	18-May-2019	29 Int.	Cheese.	Use - 28-May-2022 - Due Date
04161.0008.0026	CHERILAGUA	United States of America	Registered	Rio Grande Food Products, Inc.	07982315	18-May-2018	3792038	07-Jan-2020	29 Int.	Cream, dairy-based spreads.	Use - 07-Jan-2023 - Due Date
04161.0008.0010	FRANCISCO MORAAN	United States of America	Registered	Rio Grande Foods, Inc.	77682582	08-Mar-2009	3770050	06-Apr-2010	29 Int.	Dried beans.	Renewal - Opening date - 06-Apr-2029 - Due Date
04161.0008.0023	LA BENEDICION	United States of America	Allowed	Rio Grande Food Products, Inc.	07927533	18-May-2018			29 Int., 30 Int., 31 Int.	Cheese, cream, frozen fruits and vegetables, bean dip, yuca chips, plantain chips, omelets, drinkable yogurt, dairy products excluding ice cream, ice milk, and frozen yogurt; Sweet bread, cookies, candy, processed grains, tomato sauce, and corn-based foods, and corn-based foods, namely, tamales, tortillas, corn cakes, and pupusas.; Fruit juices; rice-powdered drinks, namely, horchata.	Statement of Use 3rd Extension - 30-Oct-2020 - Final
04161.0008.0002	LA BENEDICION	United States of America	Registered	Rio Grande Food Products, Inc.	05041034	18-May-2010	3900167	04-Jan-2011	29 Int.	Dairy-based spreads.	First Renewal - 04-Jan-2021 - Rev/Due
04161.0008.0005	LA BENEDICION	United States of America	Registered	Rio Grande Products, Inc.	05811034	27-Apr-2012	4351401	11-Jun-2013	30 Int.	Tamales.	First Renewal - 11-Jun-2023 - Rev/Due
04161.0008.0003	LA PINCLERA	United States of America	Registered	Rio Grande Food Products, Inc.	05047354	21-May-2010	3984890	24-May-2011	29 Int.	Dairy-based spreads.	First Renewal - 24-May-2021 - Rev/Due
04161.0008.0035	LACTEOS RIO	United States of America	Registered	Rio Grande Products, Inc.	0510214	21-Jan-2015	5570801	25-Sep-2018	29 Int.	Dairy products excluding ice cream, ice milk, and frozen yogurt.	Aff of Use - 6 Year - 25-Sep-2024 - Final
04161.0008.0001	OLANCHITO	United States of America	Registered	Rio Grande Food Products, Inc.	05041031	18-May-2010	3900166	04-Jan-2011	29 Int.	Dairy-based spreads.	First Renewal - 04-Jan-2021 - Rev/Due
04161.0008.0018	PORCSO	United States of America	Registered	Rio Grande Food Products, Inc.	07094138	08-Jun-2016	5220062	06-Jun-2017	29 Int.	Cheese.	Aff of Use - 5 Year - 06-Jun-2022 - Due Date
04161.0008.0017	QUESOS EL EMPERADOR	United States of America	Registered	Rio Grande Products, Inc.	06688443	07-Jan-2016	5108910	22-Nov-2016	29 Int.	Cheese; cream, being dairy products; dairy-based spreads.	Aff of Use - 5 Year - 22-Nov-2021 - Due Date
04161.0008.0006	RJO GRANDE	United States of America	Registered	Rio Grande Products, Inc.	78706138	02-Sep-2005	3125346	24-Apr-2007	32 Int.	Soft drinks, namely, juices.	Next Renewal - 24-Apr-2027 - Rev/Due
04161.0008.0020	RJO MEX	United States of America	Allowed	Rio Grande Food Products, Inc.	07946187	22-Mar-2018			29 Int., 30 Int.	Frozen fruits and vegetables; omelets.; Corn-based foods, namely, tortillas, corn cakes, and pupusas.	Statement of Use 3rd Extension - 30-Oct-2020 - Final
04161.0008.0024	RJO MEX	United States of America	Registered	Rio Grande Food Products, Inc.	07982161	22-Mar-2018	5930943	17-Dec-2019	30 Int.	Corn-based foods, namely, tamales.	Use - 17-Dec-2022 - Due Date
04161.0008.0019	RJO SUR	United States of America	Allowed	Rio Grande Food Products, Inc.	07946189	22-Mar-2018			29 Int., 30 Int., 31 Int.	Cheese, cream, dairy-based spreads, frozen fruits and vegetables, dried beans, bean dip, omelets, dairy products excluding ice cream, ice milk, and frozen yogurt; Sweet bread, cookies, processed grains, and corn-based foods, namely, tamales, tortillas, corn cakes, and pupusas.; Fruit juices and rice-powdered drinks.	Statement of Use 3rd Extension - 30-Oct-2020 - Final
04161.0008.0004	YORITO	United States of America	Registered	Rio Grande Food Products, Inc.	05251149	24-Feb-2011	4155141	05-Jun-2012	29 Int.	Cheese; dairy-based spreads.	Renewal - Opening date - 05-Jun-2021 - Due Date

EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK ASSIGNMENT

WHEREAS, Rio Grande Food Products, Inc. ("Grantor"), is the registered owner of the trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof, together with all goodwill associated therewith (the "Trademarks"), which are registered in the United States Patent and Trademark Office or such other office identified on Schedule "A" hereto; and

WHEREAS, _____("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20__.

RIO GRANDE FOOD PRODUCTS, INC.

By: _____
As Attorney-in-fact

SCHEDULE A TO TRADEMARK ASSIGNMENT

DMEAST #42898848

RECORDED: 12/01/2020

**TRADEMARK
REEL: 007119 FRAME: 0215**