

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Queso Mama, LLC		01/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK, as administrative agent		
Street Address:	1717 Main Street, 3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90805990	QUESOMAMA	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	07898.00160		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	01/06/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of January 5, 2022, is made by QUESO MAMA, LLC, a Delaware limited liability company (“*Debtor*”), in favor of COMERICA BANK, as the administrative agent for the Lenders (as defined below) (“*Agent*”).

RECITALS:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of May 17, 2021, by and among CHAIRMANS FOODS, LLC, a Delaware limited liability company (the “*Borrower*”), CHAIRMAN FOODS HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), the lenders party thereto (the “*Lenders*”), and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), the Lenders have agreed to extend certain loans to or for the direct or indirect benefit of Borrower; and

WHEREAS, pursuant to that certain Security Agreement, dated as of May 17, 2021 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”), by and among Debtor, Borrower, Holdings, certain other parties thereto and Agent, the Debtor is required to execute and deliver to Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other capitalized, undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Debtor hereby unconditionally grants, collaterally assigns, and pledges to Agent, to secure the obligations under the Credit Agreement and any other secured obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Debtor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Debtor’s Trademarks and Trademark Licenses to which it is a party, including as described on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the intellectual property described on Schedule I hereto; and
- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person (as defined in the Credit Agreement) from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all

or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Trademark or breach or other violation of any Trademark License, or (B) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the secured obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the secured obligations and would be owed by Debtor to Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Debtor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Intellectual Property Collateral 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

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Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

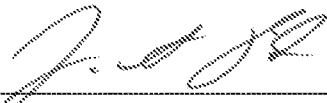
DEBTOR:

QUESO MAMA, LLC,
a Delaware limited liability company

By: *Michael L. Crow*
Name: Michael L. Crow
Title: Secretary

AGENT:

COMERICA BANK, as Agent

By: 
Name: Scott Dold
Title: Vice President

SCHEDULE I

TRADEMARKS

Owner	Description	Registration Number	Country	Registration Date
Queso Mama, LLC	QuesoMama	90805990	USA	July 1, 2021