

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardenas Markets LLC		08/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, New York Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	5950695	GOT MASA?	
Registration Number:	6140032	GOT MASA?	
Registration Number:	6037315		
Registration Number:	6139926	\$	
Registration Number:	6139247	KEEP LIFE FLAVORFUL	
Registration Number:	6403851	CAFE OF THE GODS	
Registration Number:	6190235	CAFÉ CARDENAS	
Registration Number:	6080661		
Registration Number:	6251779	CAFE OF THE GODS	
Registration Number:	5939048	CAFÉ CARDENAS	
Registration Number:	6086237		
Registration Number:	6267082	CAFE OF THE GODS	
Registration Number:	6436963	CARDENAS RANCH MARKETS	
Registration Number:	3662254	CARDENAS	
Registration Number:	3649112	CARDENAS	
Registration Number:	3235562	SIEMPRE #1 EN PRODUCTOS LATINOS.	
Registration Number:	5948920	100% AUTENTICO NIXTAMAL HECHO EN CASA	
Registration Number:	4237917	CASA CARDENAS	
Registration Number:	4411273	CASA CARDENAS	

OP \$815.00 5950695

Property Type	Number	Word Mark
Registration Number:	3694472	CARDENAS NADIE NOS IGUALA
Registration Number:	6370793	¡SIEMPRE FRESCO, SIEMPRE AUTÉNTICO!
Registration Number:	6370795	ALWAYS FRESH, ALWAYS AUTHENTIC!
Serial Number:	90848247	ENCARGO
Serial Number:	90848260	
Serial Number:	97270496	DONDE VIVEN LAS TRADICIONES CARDENAS MAR
Serial Number:	97379401	CARDENAS MARKETS LOTERIA
Serial Number:	97270472	EXPERIENCE THE TRADITIONS CARDENAS MARKE
Serial Number:	97271888	WE'RE YOUR #1 FLAN
Registration Number:	4963662	RIO RANCH MARKET
Registration Number:	4982043	RIO RANCH MARKET
Registration Number:	4963665	RIO RANCH MARKET
Registration Number:	4963668	RIO RANCH MARKET

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/01/2022

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2022 (this “*Notice*”), made by Cardenas Markets LLC, a Delaware limited liability company (the “*Pledgor*”), in favor of CREDIT SUISSE AG, NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of August 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among HISPANIC FOOD HOLDINGS LLC, a Delaware limited liability company (together with its successors and assigns, the “*Borrower*”), TONY’S FINER FOODS ENTERPRISES, LLC, an Illinois limited liability company (the “*Subsidiary Borrower*”), each other Subsidiary of the Borrower identified therein and Credit Suisse AG, New York Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral

are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

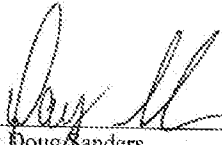
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]


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

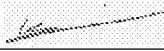
CARDENAS MARKETS LLC

By: 
Name: Doug Sanders
Title: Chief Executive Officer

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

CREDIT SUISSE AG, NEW YORK BRANCH,
as Collateral Agent,

By: 
Name: Komal Shah
Title: Authorized Signatory

By: 
Name: Wesley Cronin
Title: Authorized Signatory

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

TRADEMARK
REEL: 007808 FRAME: 0132

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Cardenas Markets LLC

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Got Masa?	87701726	11/29/17	5950695	12/31/19
Got Masa?	88687853	11/11/19	6140032	09/01/20
Design Only	88723607	12/11/19	6037315	04/21/20
\$	88630673	09/25/19	6139926	09/01/20
Keep Life Flavorful	88468496	06/11/19	6139247	09/01/20
Cafe of the Gods	87865458	04/05/18	6403851	06/29/21
Café Cardenas	87865452	04/05/18	6190235	11/03/20
Design Only Aztec Warrior	87866381	04/06/18	6080661	06/16/20
Café of the Gods	87982188	04/05/18	6251779	01/19/21
Café Cardenas	87982186	04/05/18	5939048	12/17/19
Design Only Aztec Warrior	87982171	04/06/18	6086237	06/23/20
Café of the Gods	87983127	04/05/18	6267082	02/09/21
Cardenas Ranch Markets	88863115	04/07/20	6436963	08/03/21
Cardenas (black)	76628601	01/24/05	3662254	08/04/09
Cardenas (with pig)	76631940	02/28/05	3649112	07/07/09
Siempre #1 en productos latinos	76631922	02/28/05	3235562	05/01/07
100% Autentico Nixtamal Hecho En Casa	88468480	01/11/19	5948920	12/31/19
Casa Cardenas	76706243	02/02/11	4237917	11/06/12
Casa Cardenas	76979192	02/02/11	4411273	10/01/13
Cardenas Nadie Nos Iguala	76631920	02/28/05	3694472	10/13/09
¡Siempre Fresco, Siempre Auténtico!	90197100	09/21/20	6370793	06/01/21
Always Fresh, Always Authentic!	90197116	09/21/20	6370795	06/01/21
Encargo	90848247	07/26/21	--	--
Design Only (encargo)	90848260	07/26/21	--	--
Donde Viven Las Tradiciones Cardenas Markets	97270496	02/16/22	--	--
Cardenas markets loteria	97379401	04/25/22	--	--
Experience The Traditions Cardenas Markets	97270472	02/16/22	--	--
We're Your #1 Flan	97271888	02/17/22	--	--
RIO RANCH MARKET	86754301	09/11/15	4963662	05/24/16
RIO RANCH MARKET	86754282	09/11/15	4982043	06/21/16
RIO RANCH MARKET	86754343	09/11/15	4963665	05/24/16
RIO RANCH MARKET	86754360	09/11/15	4963668	05/24/16