

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yucatan Foods, LLC		04/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	320 S. Canal Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6578205	ONLY AVOCADO	
Registration Number:	4599828	YUCATAN GUACAMOLE	
Registration Number:	6031006	YUCATAN GUACAMOLE SQUEEZE	
Registration Number:	4599822	YUCATAN	
Registration Number:	4612370	CABO FRESH	
Registration Number:	6137091	TOLUCA	
Registration Number:	6867519	AVOCADO NOW	
Registration Number:	6726381	GUACAMOLE NOW	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011569-30680		

CH \$215.00 6578205

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/11/2023
Total Attachments: 3 source=BMO - Yucatan Foods - Trademark Security Agreement [Executed] 4873-9664-0092 1#page1.tif source=BMO - Yucatan Foods - Trademark Security Agreement [Executed] 4873-9664-0092 1#page2.tif source=BMO - Yucatan Foods - Trademark Security Agreement [Executed] 4873-9664-0092 1#page3.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of April 10, 2023 by Yucatan Foods, LLC (“**Grantor**”), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the 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 as of the date hereof (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 Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the 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, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured 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.

The 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 Security 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, the 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.

YUCATAN FOODS, LLC

By: 

Name: Rob Holland


Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008038 FRAME: 0821

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications:

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ONLY AVOCADO	90288020	10/29/2020	6578205	11/30/2021	Registered
	86002262	7/3/2013	4599828	9/9/2014	Registered
YUCATAN GUACAMOLE SQUEEZE	88539967	7/26/2019	6031006	4/7/2020	Registered
YUCATAN	86001329	7/2/2013	4599822	9/9/2014	Registered
CABO FRESH	86033688	8/9/2013	4612370	9/30/2014	Registered
TOLUCA	88248210	1/3/2019	6137091	8/25/2020	Registered
AVOCADO NOW	90607994	3/28/2021	6867519	10/4/2022	Registered
GUACAMOLE NOW	90607991	3/28/2021	6726381	5/24/2022	Registered