

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428394

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flagship Food Group LLC		05/05/2017	Limited Liability Company: DELAWARE
Sataria Acquisition LLC		05/05/2017	Limited Liability Company: DELAWARE
Flagship Food Group North America LLC		05/05/2017	Limited Liability Company: DELAWARE
FOC Acquisition LLC		05/05/2017	Limited Liability Company: DELAWARE
D B B Marketing Company		05/05/2017	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 S. Dearborn, Floor L2 SUITE IL1-0480
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300
<b>Entity Type:</b>	National Bank: UNITED STATES

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	4384973	FLAGSHIP
Registration Number:	4388943	FLAGSHIP FOOD GROUP
Registration Number:	4388944	FLAGSHIP LOGISTICS
Registration Number:	4438989	JOIN IN OUR PASSION
Registration Number:	4526390	FLAGSHIP FOOD GROUP
Registration Number:	4722328	THREE SIXTY PACKAGING
Registration Number:	4722329	FLAGSHIP THREE SIXTY PACKAGING
Serial Number:	86612645	LILLY B'S
Registration Number:	2577049	505 SOUTHWESTERN
Registration Number:	0816704	CHRIS' & PITT'S
Registration Number:	1931509	EXCELLINE
Registration Number:	2201703	T.J. FARMS
Registration Number:	3807559	505 SOUTHWESTERN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3375728	HAILEY'S HARVEST
Registration Number:	3864770	HAILEY'S HARVEST
Registration Number:	4358688	GOOD FAITH
Registration Number:	4472423	ALL AMERICAN SALSA
Registration Number:	4580679	TAKE IN ... DON'T TAKE OUT
Registration Number:	4580680	SU MING TAKE IN ... DON'T TAKE OUT
Registration Number:	4580681	SU MING
Registration Number:	4533759	OH BOY! BRAND OH BOY! BRAND
Registration Number:	4693054	DEL SOL COMIDA EVERYTHING UNDER THE SUN
Registration Number:	4750830	TJ FARMS SELECT
Registration Number:	4947283	505 SOUTHWESTERN
Registration Number:	4948077	505 SOUTHWESTERN MEXIWRAPS
Registration Number:	4947284	505 SOUTHWESTERN
Serial Number:	86965919	505 SOUTHWESTERN MEXILUPA
Serial Number:	86891546	505 SOUTHWESTERN MEXIBOWLS
Serial Number:	87061060	505 SOUTHWESTERN MEXIDILLA
Serial Number:	87272989	505 SOUTHWESTERN MEXIPIZZA
Serial Number:	87061234	505 SOUTHWESTERN STREET TACOS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Anne Giacomini

**Address Line 1:** 1700 Lincoln Street, Suite 4100

**Address Line 4:** Denver, COLORADO 80203

<b>NAME OF SUBMITTER:</b>	Anne Giacomini
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	05/22/2017

**Total Attachments: 16**

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**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 5th day of May, 2017, by and among (a) FLAGSHIP FOOD GROUP LLC, a Delaware limited liability company, (b) SATARIA ACQUISITION LLC, a Delaware limited liability company, (c) FLAGSHIP FOOD GROUP NORTH AMERICA LLC, a Delaware limited liability company, (d) FOC ACQUISITION LLC, a Delaware limited liability company, (e) D B B MARKETING COMPANY, a California corporation, (f) EXCELLINE FOOD PRODUCTS, LLC, a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors") and (g) JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (defined below).

Recitals:

A. Flagship Food Group LLC, as "Borrower", the other Loan Parties party thereto, the Lenders party thereto as the "Lenders", and the Secured Party (in its capacities as "Administrative Agent", "Swingline Lender" and "Issuing Bank"), are the parties to that certain Credit Agreement dated as of April 14, 2017 (as the same may be amended, restated, modified, extended or supplemented from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors execute and deliver this Agreement.

C. This Agreement is made for the benefit of the Secured Party, in its capacity as Administrative Agent for the Lenders, of the Lenders, of the holders of obligations under Swap Agreements or for Banking Services Obligations, and of the Swingline Lender and the Issuing Bank (collectively, the "Secured Creditors", with each being a "Secured Creditor").

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby grants to the Secured Party a security interest in and continuing Lien on, with (only upon the occurrence and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of each Grantor's right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including,

without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world. In addition, without limitation of the foregoing, with respect to any applications by any Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), so long as the applicable Grantor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, the Proprietary Collateral shall include only a security interest for collateral purposes in such Intent-To Use Application and not a sale, transfer, conveyance or other assignment thereof.

2. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Agreement secure (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Credit Agreement and the other Loan Documents, including, without limitation, the Obligations to be performed or observed by each Grantor, (b) the punctual full payment of the principal of and interest on any promissory note issued by the Borrower pursuant to Section 2.10(g) of the Credit Agreement (each a "Note" and collectively, the "Notes") in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law (a "Proceeding") to the extent that a claim for such interest is allowable in such a Proceeding ("Post-Petition Interest")), (c) the performance and observance of the terms, conditions and agreements hereinafter contained, (d) the full performance and observance of all of the other terms, conditions and agreements contained in all of the other Loan Documents, and (e) any and all other indebtedness of each Grantor to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the "Secured Obligations").

3. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 1 above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. Each Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) within thirty (30) days of each such event. Each Grantor hereby authorizes the Secured Party to modify this Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

4. ROYALTIES; TERM. Each Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with such Grantor's rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to such Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral, or (b) the date on which all "Collateral" (as defined) has been released pursuant to the terms of the Credit Agreement and other Loan Documents.

5. TERMINATION OF SECURITY INTEREST. This Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Agreement shall terminate, and the Secured Party shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement, the Credit Agreement or any of the other Loan Documents.

6. DUTIES OF THE GRANTORS. Each Grantor shall have the duty (a) to prosecute any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Agreement; (b) to make application on unpatented but patentable inventions, as such Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of such Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is (i) obsolete, (ii) no longer used in the operation of the business, or (iii) replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantors. No Grantor shall abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of such Grantor without the prior written consent of the Secured Party.

7. INFRINGEMENT. Each Grantor represents and warrants to the Secured Party that such Grantor owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the knowledge of such Grantor, threatened against the Grantor, which might, if successful, adversely affect such Grantor's interest in the Proprietary Collateral in any material respect.

8. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to each Grantor's knowledge, said listed Proprietary Collateral constitutes all the patents and patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that such Grantor now owns or uses in connection with its business.

9. WAIVERS. No course of dealing between any Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

10. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement, the Credit Agreement, the other Loan Documents, at law and in equity. In connection therewith following the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents,

trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, the Grantors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Secured Party for all reasonable out-of-pocket costs and other reasonable expenses including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(b) Without limiting the generality of subparagraph (a), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Grantors take any or all of the following actions: (i) declare the entire right, title and interest of the Grantors in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case each Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party of all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantors to refrain, in which event each Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and each Grantor shall execute such other and further documents as the Secured Party may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

11. SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. MODIFICATION. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

13. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, each Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney-in-fact, with full power of substitution, with power to (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. Each Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

14. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to

this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied in accordance with Section 5.2 of that certain Pledge and Security Agreement, dated as of April 14, 2017, among the Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Creditors, as the same may be amended, restated, modified, extended or supplemented from time to time.

15. AGENT. The Secured Party will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. The acceptance by the Secured Party of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral. By accepting the benefits of this Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Article VIII of the Credit Agreement. Notwithstanding anything to the contrary contained in Article VIII of the Credit Agreement, this Section 16, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Administrative Agent.

16. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Agreement.

17. BINDING EFFECT: BENEFITS. This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for such Grantor.

18. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the state of New York, but giving effect to federal laws applicable to national banks.

19. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

20. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon the occurrence and during the continuance of an Event of Default) may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Secured Obligations secured hereby.

21. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. JURY TRIAL WAIVER. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTORS AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL.



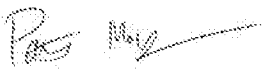
TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[No further provisions are on this page; the next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:

FLAGSHIP FOOD GROUP LLC  
SATARIA ACQUISITION LLC  
FOC ACQUISITION LLC  
FLAGSHIP FOOD GROUP  
NORTH AMERICA LLC  
EXCELLINE FOOD PRODUCTS, LLC  
D B B MARKETING COMPANY

By:   
Name: Patrick Moulder  
Title: Chief Financial Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Anne Waring  
Title: Authorized Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:

FLAGSHIP FOOD GROUP LLC  
SATARIA ACQUISITION LLC  
FOC ACQUISITION LLC  
FLAGSHIP FOOD GROUP  
NORTH AMERICA LLC  
EXCELLINE FOOD PRODUCTS, LLC  
D B B MARKETING COMPANY

By: \_\_\_\_\_  
Name: Patrick Moulder  
Title: Chief Financial Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Anne Waring  
Name: Anne Waring  
Title: Authorized Officer

List of U.S. Registered Trademarks (and Applications therefor)

Exhibit A

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the applicable Grantor noted below:

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Flagship Food Group LLC	FLAGSHIP (and Design)	85/573802	March 19, 2012	4,384,973	August 13, 2013
Flagship Food Group LLC	FLAGSHIP FOOD GROUP	85/548794	February 21, 2012	4,388,943	August 20, 2013
Flagship Food Group LLC	FLAGSHIP LOGISTICS	85/548820	February 21, 2012	4,388,944	August 20, 2013
Flagship Food Group LLC	JOIN IN OUR PASSION	85/837615	January 31, 2013	4,438,989	November 26, 2013
Flagship Food Group LLC	FLAGSHIP FOOD GROUP	85/674504	July 11, 2012	4,526,390	May 6, 2014
Flagship Food Group LLC	THREE SIXTY PACKAGING	86/196375	February 18, 2014	4,722,328	April 21, 2015
Flagship Food Group LLC	FLAGSHIP THREE SIXTY PACKAGING	86/196386	February 18, 2014	4,722,329	April 21, 2015
Flagship Food Group LLC	LILLY B'S	86/612645	April 28, 2015		
Flagship Food Group North America LLC	505 SOUTHWESTERN (Stylized)	75/739072	June 29, 1999	2,577,049	June 11, 2002
Flagship Food Group North America LLC	CHRIS' & PITT'S	72/214514	March 19, 1965	816,704	October 11, 1966
Flagship Food Group North America LLC	EXCELLINE	74/598038	November 14, 1994	1,931,509	October 31, 1995
Flagship Food Group North America LLC	T.J. FARMS	75/033552	December 18, 1995	2,201,703	November 3, 1998
Flagship Food Group North America LLC	505 SOUTHWESTERN	77/406241	February 26, 2008	3,807,559	June 22, 2010

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Flagship Food Group North America LLC	HAILEY'S HARVEST	77/194162	May 31, 2007	3,375,728	January 29, 2008
Flagship Food Group North America LLC	HAILEY'S HARVEST	77/194201	May 31, 2007	3,864,770	October 19, 2010
Flagship Food Group North America LLC	GOOD FAITH	85/456219	October 26, 2011	4,358,688	June 25, 2013
Flagship Food Group North America LLC	ALL AMERICAN SALSA	85/843523	February 7, 2013	4,472,423	January 21, 2014
Flagship Food Group North America LLC	TAKE IN . . . DON'T TAKE OUT	85/662367	June 26, 2012	4,580,679	August 5, 2014
Flagship Food Group North America LLC	SU MING TAKE IN . . . DON'T TAKE OUT (and Design)	85/662371	June 26, 2012	4,580,680	August 5, 2014
Flagship Food Group North America LLC	SU MING (and Design)	85/662373	June 26, 2012	4,580,681	August 5, 2014
Flagship Food Group North America LLC	OH BOY! OH BOY! BRAND (and Design)	86/159123	January 7, 2014	4,533,759	May 20, 2014
Flagship Food Group North America LLC	COMIDA DEL SOL EVERYTHING UNDER THE SUN (and Design)	85/983364	June 16, 2011	4,693,054	February 24, 2015
Flagship Food Group North America LLC	T J FARMS SELECT	86/299394	June 3, 2014	4,750,830	June 9, 2015
Flagship Food Group North America LLC	505 SOUTHWESTERN (and Design)	86/483136	December 17, 2014	4,947,283	April 26, 2016
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIWRAPS	86/978465	February 23, 2015	4,948,077	April 26, 2016
Flagship Food Group North America LLC	505 SOUTHWESTERN	86/483140	December 17, 2014	4,947,284	April 26, 2016
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXILUPA	86/965919	April 6, 2016		
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIBOWLS	86/891546	January 29, 2016		

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIDILLA	87/061060	June 6, 2016		
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIPIZZA	87/272989	December 19, 2016		
Flagship Food Group North America LLC	505 SOUTHWESTERN STREET TACOS	87/061234	June 6, 2016		

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Flagship Food Group LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 5, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn, Floor L2, Suite IL1-0480

City: Chicago

State: IL

Country: USA Zip: 60603-2300

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See attached Exhibit A.

B. Trademark Registration No.(s)

See attached Exhibit A.

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See attached Exhibit A.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Anne Giacomini

Internal Address: Bryan Cave LLP

Street Address: 1700 Lincoln Street, Suite 4100

City: Denver

State: CO Zip: 80203

Phone Number: 303-866-0248

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

31

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

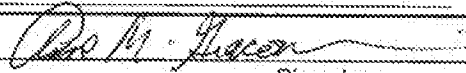
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

05/19/2017

Date

Anne Giacomini

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Information in Item 1. of Trademarks Cover Sheet

2. Name of conveying party(ies):

Sataria Acquisition LLC

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other      limited liability company  
Citizenship (see guidelines) Delaware

3. Name of conveying party(ies):

Flagship Food Group North America LLC

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other      limited liability company  
Citizenship (see guidelines) Delaware

4. Name of conveying party(ies):

FOC Acquisition LLC

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other      limited liability company  
Citizenship (see guidelines) Delaware

5. Name of conveying party(ies):

D B B Marketing Company

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: California  
 Other      \_\_\_\_\_  
Citizenship (see guidelines) California



**Continuation of Information in Item 4. B. of Trademarks Cover Sheet**

List of U.S. Registered Trademarks (and Applications therefor)

**Exhibit A**

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the applicable Grantor noted below:

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Flagship Food Group LLC	FLAGSHIP (and Design)	85/573802	March 19, 2012	4,384,973	August 13, 2013
Flagship Food Group LLC	FLAGSHIP FOOD GROUP	85/548794	February 21, 2012	4,388,943	August 20, 2013
Flagship Food Group LLC	FLAGSHIP LOGISTICS	85/548820	February 21, 2012	4,388,944	August 20, 2013
Flagship Food Group LLC	JOIN IN OUR PASSION	85/837615	January 31, 2013	4,438,989	November 26, 2013
Flagship Food Group LLC	FLAGSHIP FOOD GROUP	85/674504	July 11, 2012	4,526,390	May 6, 2014
Flagship Food Group LLC	THREE SIXTY PACKAGING	86/196375	February 18, 2014	4,722,328	April 21, 2015
Flagship Food Group LLC	FLAGSHIP THREE SIXTY PACKAGING	86/196386	February 18, 2014	4,722,329	April 21, 2015
Flagship Food Group LLC	LILLY B'S	86/612645	April 28, 2015		
Flagship Food Group North America LLC	505 SOUTHWESTERN (Stylized)	75/739072	June 29, 1999	2,577,049	June 11, 2002
Flagship Food Group North America LLC	CHRIS' & PITT'S	72/214514	March 19, 1965	816,704	October 11, 1966
Flagship Food Group North America LLC	EXCELLINE	74/598038	November 14, 1994	1,931,509	October 31, 1995
Flagship Food Group North America LLC	T.J. FARMS	75/033552	December 18, 1995	2,201,703	November 3, 1998
Flagship Food Group North America LLC	505 SOUTHWESTERN	77/406241	February 26, 2008	3,807,559	June 22, 2010

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Flagship Food Group North America LLC	HAILEY'S HARVEST	77/194162	May 31, 2007	3,375,728	January 29, 2008
Flagship Food Group North America LLC	HAILEY'S HARVEST	77/194201	May 31, 2007	3,864,770	October 19, 2010
Flagship Food Group North America LLC	GOOD FAITH	85/456219	October 26, 2011	4,358,688	June 25, 2013
Flagship Food Group North America LLC	ALL AMERICAN SALSA	85/843523	February 7, 2013	4,472,423	January 21, 2014
Flagship Food Group North America LLC	TAKE IN . . . DON'T TAKE OUT	85/662367	June 26, 2012	4,580,679	August 5, 2014
Flagship Food Group North America LLC	SU MING TAKE IN . . . DON'T TAKE OUT (and Design)	85/662371	June 26, 2012	4,580,680	August 5, 2014
Flagship Food Group North America LLC	SU MING (and Design)	85/662373	June 26, 2012	4,580,681	August 5, 2014
Flagship Food Group North America LLC	OH BOY! OH BOY! BRAND (and Design)	86/159123	January 7, 2014	4,533,759	May 20, 2014
Flagship Food Group North America LLC	COMIDA DEL SOL EVERYTHING UNDER THE SUN (and Design)	85/983364	June 16, 2011	4,693,054	February 24, 2015
Flagship Food Group North America LLC	T J FARMS SELECT	86/299394	June 3, 2014	4,750,830	June 9, 2015
Flagship Food Group North America LLC	505 SOUTHWESTERN (and Design)	86/483136	December 17, 2014	4,947,283	April 26, 2016
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIWRAPS	86/978465	February 23, 2015	4,948,077	April 26, 2016
Flagship Food Group North America LLC	505 SOUTHWESTERN	86/483140	December 17, 2014	4,947,284	April 26, 2016
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXILUPA	86/965919	April 6, 2016		
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIBOWLS	86/891546	January 29, 2016		

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIDILLA	87/061060	June 6, 2016		
Flagship Food Group North America LLC	505 SOUTHWESTERN MEXIPIZZA	87/272989	December 19, 2016		
Flagship Food Group North America LLC	505 SOUTHWESTERN STREET TACOS	87/061234	June 6, 2016		