

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOPEZ FOODS, INC.		09/03/2019	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	210 Park Ave, Ste 2725, Floor 27		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73102		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1246508	COUNTRY COUSIN	
<b>Registration Number:</b>	2810222	LOPEZ FOODS	
<b>Registration Number:</b>	4224270	TENNOAK FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	13312-663		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		
<b>SIGNATURE:</b>	/Nancy Graham/		
<b>DATE SIGNED:</b>	09/27/2019		
<b>Total Attachments: 4</b>			
source=Trademark Security Agreement (Lopez) September 2019#page1.tif			
source=Trademark Security Agreement (Lopez) September 2019#page2.tif			

CH \$90.00 1246508

source=Trademark Security Agreement (Lopez) September 2019#page3.tif

source=Trademark Security Agreement (Lopez) September 2019#page4.tif

September 3, 2019

TRADEMARK SECURITY AGREEMENT

WHEREAS, LOPEZ FOODS, INC., an Oklahoma corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Second Amended and Restated Pledge and Security Agreement dated as of September 3, 2019 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain subsidiaries of the Grantor, and JPMorgan Chase Bank, N.A., as Administrative Agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each IP License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each IP License referred to in Schedule 1 annexed hereto; and
- (3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files; programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

[Signatures On Following Page]

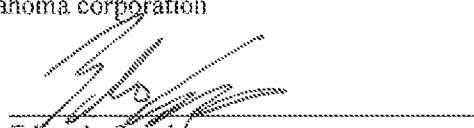
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

**GRANTOR:**

LOPEZ FOODS, INC.,  
an Oklahoma corporation

By: \_\_\_\_\_

  
Eduardo Sanchez  
Chief Executive Officer

**SECURED PARTY:**

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

By:   
\_\_\_\_\_  
Michael Mattson  
Authorized Officer

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

Registered Owner	Nature of such Loan Party's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Lopez Inc.	Owner	Country Cousin	1,246,508		Sausage containing meat and textured vegetable protein (Class 29)	07/26/1983	USA
Lopez Inc.	Owner	Lopez Foods	2,810,222		Food processing for restaurants (Class 40)	02/03/2004	USA
Lopez Inc.	Owner	Tennoak Farms	4,224,270		Fully cooked frozen beef, pork and chicken products (Class 29)	10/12/2012	USA

TRADEMARK APPLICATIONS

None.

TRADEMARK

REEL: 006757 FRAME: 0380

RECORDED: 09/27/2019