

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
505 Southwestern LLC		11/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	US National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6025341	505 SOUTHWESTERN	
Registration Number:	3807559	505 SOUTHWESTERN	
Registration Number:	4947284	505 SOUTHWESTERN	
Registration Number:	2577049	505 SOUTHWESTERN	
Registration Number:	5390768	505 SOUTHWESTERN CHIMIWRAPS	
Registration Number:	4947283	505 SOUTHWESTERN	
Registration Number:	6025342	505 SOUTHWESTERN	
Registration Number:	5470178	505 SOUTHWESTERN MEXILUPA	
Registration Number:	5414052	505 SOUTHWESTERN MEXIPIZZA	
Registration Number:	4948077	505 SOUTHWESTERN MEXIWRAPS	
Registration Number:	5581276	505 SOUTHWESTERN STREET TACOS	
Registration Number:	4472423	ALL AMERICAN SALSA	
Registration Number:	6019472	HINT OF HATCH	
Registration Number:	4802000	SELECT NEW MEXICO SINCE 1986	
Serial Number:	87835667	505 FRESH	
Serial Number:	88160761	505 SOUTHWESTERN HATCH KITCHEN	
Serial Number:	88827886	505SW	
Serial Number:	87621521	HATCH TO TABLE	
TRADEMARK			

OP \$465.00 6025341

CORRESPONDENCE DATA**Fax Number:** 8888295817

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: (312) 288-3586**Email:** john.cunningham@wolterskluwer.com**Correspondent Name:** Nancy Helm Brown**Address Line 1:** 2929 Allen Pkwy**Address Line 2:** Suite 3300**Address Line 4:** Houston, TEXAS 77019

NAME OF SUBMITTER:	Nancy A. Zarazua
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SIGNATURE:	/Nancy A. Zarazua/
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DATE SIGNED:	11/10/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Amended and Restated Credit Agreement, dated as of November 6, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Flagship Premium Food Group LLC, a Delaware limited liability company (the "Borrower"), Flagship Premium Food Group Holdings LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 28, 2020, and reaffirmed pursuant to that certain Master Reaffirmation Agreement and Joinder as of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

505 SOUTHWESTERN LLC

By:  _____

Name: Tyler Smith

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED

as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: _____

Name: _____

Title: _____

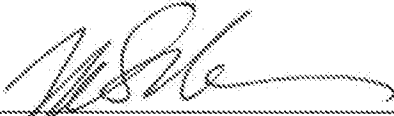
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

505 SOUTHWESTERN LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By  _____
Name: Michael Sullivan
Its: Duly Authorized Signatory

SCHEDULE I
To Trademark Security Agreement

Registered Trademarks

Country	Mark	Registration Number
United States	505 SOUTHWESTERN	6025341
United States	505 SOUTHWESTERN	3,807,559
United States	505 SOUTHWESTERN	4,947,284
United States	505 SOUTHWESTERN (Stylized)	2,577,049
United States	505 SOUTHWESTERN CHIMIWRAPS	5,390,768
United States	505 SOUTHWESTERN Logo	4,947,283
United States	505 SOUTHWESTERN Logo	6025342
United States	505 SOUTHWESTERN MEXILUPA	5,470,178
United States	505 SOUTHWESTERN MEXIPIZZA	5,414,052
United States	505 SOUTHWESTERN MEXIWRAPS	4,948,077
United States	505 SOUTHWESTERN STREET TACOS	5,581,276
United States	ALL AMERICAN SALSA	4,472,423
United States	HINT OF HATCH	6,019,472
United States	SELECT NEW MEXICO SINCE 1986 Logo	4,802,000

Trademark Applications

Country	Mark	Registration Number
United States	505 FRESH	87/835667 (application number)
United States	505 SOUTHWESTERN HATCH KITCHEN Logo	88/160761 (application number)
United States	505 SW	88/827886 (application number)
United States	HATCH TO TABLE	87/621521 (application number)