

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diaz Wholesale & Mfg. Co., Inc.		09/30/2020	Corporation:
La Cena Fine Foods, Ltd.		09/30/2020	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3424 Peachtree Road, 21st Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3734759	D'SABOR	
Registration Number:	3849314	DIAZ FOODS	
Registration Number:	1650910	TOMACADO	
Registration Number:	4863562	D'CARNE	
Registration Number:	2656480	TEXICANO	
Registration Number:	1675997	TEXICANO	
Registration Number:	1980908	COZUMEL	
Registration Number:	3232138	RIQUESITO	
Registration Number:	3226391	LA TAQUERA	
Registration Number:	4676440	FRUTEL	
Registration Number:	4413441	CASA REAL	
Registration Number:	5861269	PALACIO REAL	
Registration Number:	2757931	BAJAMAR	
Registration Number:	1944805	VICTORINA	
Registration Number:	1816035	LA CENA	
Registration Number:	1615900	ROSAL	
Registration Number:	1564849	PALACIO REAL	

CH \$440.00 3734759

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.

Phone: 6785537344
Email: sinnottm@gtlaw.com
Correspondent Name: Matthew Sinnott
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Matthew Sinnott
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SIGNATURE:	/Matthew Sinnott/
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DATE SIGNED:	09/30/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made as of September 30, 2020, by and among DIAZ WHOLESAL & MFG. CO., INC., a Georgia corporation, (the "Diaz"), LA CENA FINE FOODS, LTD., a New York corporation ("La Cena"; together with Diaz, each a "Grantor" and, collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A. (the "Lender"), under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, Diaz Produce, LLC, a Georgia limited liability company ("Diaz Produce"), Diaz Foods Chicago, Inc., a Georgia corporation ("Diaz Chicago"), and International Imports, Inc., a Georgia corporation ("International Imports"), and V. & P. Import Inc., a New York corporation ("V&P"; Grantors, Diaz Produce, Diaz Chicago, International Imports, V&P, and those other Subsidiaries of Diaz from time to time party thereto as "Borrowers," each, a "Borrower" and, collectively, the "Borrowers"), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Borrowers shall have executed and delivered to Lender that certain Security Agreement dated as of even date herewith (including all annexes, exhibits, or schedules thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. Grant of Security Interest. Each Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following, being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:
 - (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the

business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts, and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

For the avoidance of doubt, and notwithstanding any term or provision in this Trademark Security Agreement to the contrary, the term “Trademark Collateral” shall not include any application for trademark filed with the U.S. Patent and Trademark Office (the “USPTO”) pursuant to 15 U.S.C. § 1051(b)(1) and for which a form (each such form, a “Form”) evidencing use of any such trademark in interstate commerce has not been filed with the USPTO pursuant to 15 U.S.C. §§ 1051(c)(1) or 1051(d)(1). The term “Trademark Collateral” shall include any trademark for which a Form has been filed with the USPTO.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice to Lender in accordance with, and to the extent required by Section 4.5(c) of the Security Agreement, with respect to any such new trademarks. Without limiting any Grantor’s obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 8.13 thereof.

5. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement, and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND

CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS. This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of such Grantor, including all successors in interest of such Grantor in and to all or any part of the Trademark Collateral, and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of each Grantor, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Continued on following page.]

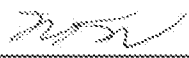
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DIAZ WHOLESALE & MFG. CO., INC.

By: 
Name: Michael Eric Newberg
Title: Chief Financial Officer

LA CENA FINE FOODS, LTD.

By: 
Name: Michael Eric Newberg
Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Eric Anderson*

Name: Eric Anderson

Title: Authorized Officer

[DIAZ—TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 007109 FRAME: 0789

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark Name	Registration Date	Registration Number	Jurisdiction
Diaz Wholesale & Mfg. Co., Inc.	D'Sabor	January 5, 2010	3734759	USA
Diaz Wholesale & Mfg. Co., Inc.	Diaz Foods	September 21, 2010	3849314	USA
Diaz Wholesale & Mfg. Co., Inc.	Tomacado	July 16, 1991	1650910	USA
Diaz Wholesale & Mfg. Co., Inc.	D'Carne	December 1, 2015	4863562	USA
Diaz Wholesale & Mfg. Co., Inc.	Texicano	December 3, 2002	2656480	USA
Diaz Wholesale & Mfg. Co., Inc.	Texicano	February 18, 1992	1675997	USA
Diaz Wholesale & Mfg. Co., Inc.	Cozumel	June 18, 1996	1980908	USA
Diaz Wholesale & Mfg. Co., Inc.	Riquesito	April 24, 2007	3232138	USA
Diaz Wholesale & Mfg. Co., Inc.	La Taquera	April 10, 2007	3226391	USA
Diaz Wholesale & Mfg. Co., Inc.	Frutel	January 20, 2015	4676440	USA
La Cena Fine Foods, Ltd.	Casa Real	October 8, 2013	4413441	USA
La Cena Fine Foods, Ltd.	Palacio Real	September 17, 2019	5861269	USA
La Cena Fine Foods, Ltd.	Bajamar	September 2, 2003	2757931	USA
La Cena Fine Foods, Ltd.	Victorina	January 2, 1996	1944805	USA
La Cena Fine Foods, Ltd.	La Cena	January 11, 1994	1816035	USA
La Cena Fine Foods, Ltd.	Rosal	October 2, 1990	1615900	USA
La Cena Fine Foods, Ltd.	Palacio Real	November 7, 1989	1564849	USA

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE