

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783832

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FAMILY FOOD DISTRIBUTORS, INC.		12/20/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	383 Madison Avenue		
<b>Internal Address:</b>	Floor 22		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4158512	COCOTAL	
<b>Registration Number:</b>	3932620	RICOMAR	
<b>Registration Number:</b>	3797556	MAMA TERE	
<b>Registration Number:</b>	3633081	MAMA TERE	
<b>Registration Number:</b>	4280110	ECUATUN	
<b>Registration Number:</b>	4317373	RICO MAR	
<b>Registration Number:</b>	4210304	QUETZAL	
<b>Registration Number:</b>	6098524	LA SUREÑITA	
<b>Registration Number:</b>	6659862	MI TIERRA LINDA	
<b>Registration Number:</b>	6714111	GRAN ECUADOR	
<b>Registration Number:</b>	6153449	CAFE DE TERE	
<b>Registration Number:</b>	6024781	MAMA TERRA NATURALLY HEALTHY	
<b>Registration Number:</b>	6792565	MAMA TERE EST 2004	
<b>Registration Number:</b>	6457101	SAN ANTONIO ARTISAN BAKERY	
<b>Registration Number:</b>	6457100	SAN ANTONIO ARTISAN BAKERY	
<b>Registration Number:</b>	6888294	FAMILY FOOD SPECIALTY FOOD DISTRIBUTORS	
<b>Serial Number:</b>	97632220	SAN ANTONIO BAKING SOLUTIONS	
<b>Serial Number:</b>	97622108	SAN ANTONIO	

OP \$790.00 4158512

Property Type	Number	Word Mark
Serial Number:	90651129	EL SABOR QUE NOS ACERCA
Serial Number:	97272058	IDEAL EL REY DEL ATÚN
Serial Number:	97572689	RICO SABOR DOÑA TERE
Serial Number:	97564148	GRAN ECUADOR
Serial Number:	97572712	DECADES SERVING TRADITIONS
Serial Number:	90525382	DOS SOLES
Serial Number:	90730131	ECU ARDINA
Serial Number:	90772828	ÑAÑITO
Serial Number:	90651230	LO MEJOR DE NUESTRO MAR
Serial Number:	90651205	DECADAS ALIMENTANDO TRADICIONES
Serial Number:	87545552	CAFE DE TERE
Serial Number:	87048612	CAFE DE TERE
Serial Number:	87652142	MAMA TERRA NATURALLY HEALTHY

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	02/01/2023

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 20, 2022, is made by the Grantor listed on the signature page hereof (the "Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.** (the "Lender").

Grantor (together with any other Person who may from time to time join thereto as a borrower, collectively referred to as the "Borrowers") and the Lender are entering into a Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"). In order to induce the Lender to enter into and extend credit to Borrowers under the Credit Agreement, Borrowers are entering into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

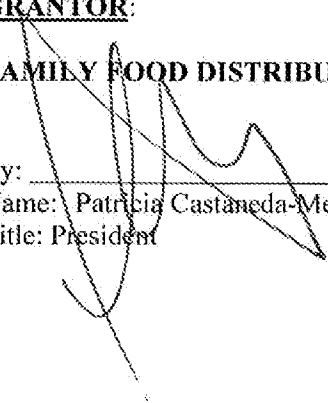
[Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**FAMILY FOOD DISTRIBUTORS, INC.**


By: \_\_\_\_\_  
Name: Patricia Castaneda-Mendez  
Title: President



[Signature Page to Trademark Security Agreement (Family Foods)]

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Neal Landerer  
Title: Authorized Signatory

{Signature Page to Trademark Security Agreement (Family Foods)}

**TRADEMARK**  
**REEL: 007957 FRAME: 0568**

**SCHEDULE 1**

to

**TRADEMARK SECURITY AGREEMENT****U.S. Trademarks**

Grantor	Trademark	Registration Date	Registration Number
Family Food Distributors, Inc.	COCOTAL	12-Jun-2012	4158512
Family Food Distributors, Inc.	RICOMAR	15-Mar-2011	3932620
Family Food Distributors, Inc.	MAMA TERE	1-Jun-2010	3797556
Family Food Distributors, Inc.	MAMA TERE	2-Jun-2009	3633081
Family Food Distributors, Inc.	ECUATUN	22-Jan-2013	4280110
Family Food Distributors, Inc.	RICO MAR	9-Apr-2013	4317373
Family Food Distributors, Inc.	QUETZAL	18-Sep-2012	4210304
Family Food Distributors, Inc.	LA SURENITA	14-Jul-2020	6098524
Family Food Distributors, Inc.	MI TIERRA LINDA	1-Mar-2022	6659862
Family Food Distributors, Inc.	GRAN ECUADOR	26-Apr-2022	6714111
Family Food Distributors, Inc.	CAFÉ DE TERE	15-Sep-2020	6153449
Family Food Distributors, Inc.	MAMA TERRA NATURALLY HEALTHY	31-Mar-2020	6024781
Family Food Distributors, Inc.	MAMA TERE EST	19-July-2022	6792565
Family Food	SAN ANTONIO	17-Aug-2021	6457101



Distributors, Inc.	ARTISAN BAKERY		
Family Food Distributors, Inc.	SAN ANTONIO ARTISAN BAKERY	17-Aug-2021	6457100
Family Food Distributors, Inc.	FAMILY FOOD SPECIALTY FOOD DISTRIBUTORS	1-Nov-2022	6888294

### U.S. Trademark Applications

Grantor	Trademark Application	Application Filing Date	Application Serial Number
Family Food Distributors, Inc.	SAN ANTONIO BAKING SOLUTIONS	14-Oct-2022	97632220
Family Food Distributors, Inc.	SAN ANTONIO	6-Oct-2022	97622108
Family Food Distributors, Inc.	EL SABOR QUE NOS ACERCA	16-Apr-2021	90651129
Family Food Distributors, Inc.	IDEAL EL REY DEL ATUN & Design	17-Feb- 2021	97272058
Family Food Distributors, Inc.	RICO SABOR DONA TERE	31-Aug-2022	97572689
Family Food Distributors, Inc.	GRAN ECUADOR	25-Aug-2022	97564148
Family Food Distributors, Inc.	DECADES SERVING TRADITIONS	31-Aug-2022	97572712
Family Food Distributors, Inc.	DOS SOLES	11-Feb-2021	90525382
Family Food Distributors, Inc.	ECU ARDINA	3-May-2022	90730131
Family Food Distributors, Inc.	NANITO	14-June-2021	90772828
Family Food Distributors, Inc.	LO MEJOR DE NUESTRO MAR	16-Apr-2021	90651230

Family Food Distributors, Inc.	DECADAS ALIMENTANDO TRADICIONES	16-Apr-2021	90651205
Family Food Distributors, Inc.	CAFÉ DE TERE	27-Jul-2017	87545552
Family Food Distributors, Inc.	CAFÉ DE TERE	24-May-2016	87048612
Family Food Distributors, Inc.	MAMA TERRA NATURALLY HEALTHY	19-Oct-2017	87652142