

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASIC AMERICAN, INC.		06/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASOCIATION, AS AGENT		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1335727	AUTOMASH	
Registration Number:	1237521	CLASSIC CASSEROLE	
Registration Number:	1552125	POTATO PEARLS COUNTRY STYLE	
Registration Number:	2829017		
Registration Number:	2025243	GOLDEN GRILL	
Registration Number:	3189191	GOLDEN GRILL	
Registration Number:	2175459	NATURE'S OWN	
Registration Number:	2910073	POTATO PEARLS	
Registration Number:	1963400	POTATO PEARLS EXCEL	
Registration Number:	2206238	QUICK-START	
Registration Number:	0922874	REDI-SHRED	
Registration Number:	1431369	SANTIAGO	
Registration Number:	2918325	SUN SPICED	
Registration Number:	2829018	SUNSET	
Registration Number:	1023890	SUNSPICED	
Registration Number:	2822077	TEPEE	
Registration Number:	2712864		
Registration Number:	3238200	WHIPP	
Registration Number:	3417308	SAFE-T-CAN	

CH \$740.00 1335727

Property Type	Number	Word Mark
Registration Number:	3634731	EXCEL
Registration Number:	2820492	EASY MASH'D
Registration Number:	4503239	DINER STYLE
Registration Number:	4503155	MODERN TABLE
Registration Number:	4721704	SPLENDID STARTS
Serial Number:	86133791	BRILLIANT BEGINNINGS
Serial Number:	86976165	BRILLIANT BEGINNINGS
Serial Number:	86311098	SPLENDID STARTS
Serial Number:	86402640	X-TEND
Serial Number:	86532248	X-TRATOS

CORRESPONDENCE DATA

Fax Number: 2136305788

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: 213-891-5935

Email: hpanneck@buchalter.com

Correspondent Name: Helen Panneck c/o Buchalter Nemer

Address Line 1: 1000 Wilshire Blvd., Ste.1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	F6384-1336
NAME OF SUBMITTER:	Helen Panneck
SIGNATURE:	/Helen Panneck/
DATE SIGNED:	06/30/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 29th day of June, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 26, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among by and among **BASIC AMERICAN, INC.**, a Delaware corporation (“BAI”) and **BASIC AMERICAN POTATO COMPANY, INC.**, a Delaware corporation, as borrowers (each a “Borrower” and collectively, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this

Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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:

BASIC AMERICAN, INC.,
a Delaware corporation

By:  _____

Name: James D. Collins

Title: Chief Financial Officer and Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005566 FRAME: 0208

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 

Name: Kathleen Davenport

Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005566 FRAME: 0209

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Record Owner	Title	Registration/Application Number	Registration / Filing Date
Australia	Basic American, Inc.	POTATO PEARLS	1141017 / A0032660	06-Nov-2012 / 06-Nov-2012
Canada	Basic American Foods	FARM HOUSE	TMA446565 / 747366	25-Aug-1995 / 11-Feb-1994
Canada	Basic American, Inc.	GOLDEN GRILL	TMA267700 / 428419	26-Mar-1982 / 10-Aug-1978.
Canada	Basic American, Inc.	MODERN TABLE	Pending 1644500	20-Sep-2013
Canada	Basic American, Inc.	POTATO PEARLS	TMA475787 / 761063	06-May-1997 / 09- Aug-1994
Canada	Basic American, Inc.	POTATO PEARLS EXCEL	TMA477850 / 796456	16-Jun-1997 / 02-Nov-1995
Canada	Basic American, Inc.	SUNSPICED	TMA115246 / 248634	11-Sep-1959 / 18- Dec-1958-
Canada	American Potato Company, Inc.	WHIPP	169965 / 306214	10-Jul-1970 / 06-Jul-1967.
China	Basic American, Inc.	BASIC (in Chinese)	4136512 / 4136512	21-Jan-2009 / 24-Jun-2004
China	Basic American, Inc.	POTATO PEARLS	9216447 / 9216447	28-Mar-2012 / 16-Mar-2011
China	Basic American, Inc.	REDI-SHRED	9216446 / 9216446	28-Mar-2012 / 14-Mar-2011
Denmark	Basic American, Inc.	POTATO PEARLS	VR197204063 / VA197200454	29-Dec-1972 / 07-Feb-1972
European Union	Basic American, Inc.	BASIC AMERICAN	1661438 / 1661438	17-Jul-2001 / 10-May-2000
European Union	Basic American, Inc.	POTATISPARLOR	010780971 / 010780971	2102-Jan-2013 / -Mar-2012
European Union	Basic American, Inc.	POTATO PEARLS	010843001 / 010843001	02-Jan-2013 / 12-Apr-2012
France	Basic American, Inc.	NATURE'S OWN	99803040 / 99803040	15-Jul-1999 / 15-Jul1999
France	Basic American, Inc.	POTATO PEARLS	1263945 / 159333	16-Sep-1983 / 18-Sep-1973
Germany	Basic American, Inc.	NATURE'S OWN	39941762 / 39941762	03-Mar-2000 / 16-Jul-1999
Germany	Basic American Foods	SANTIAGO	1183445 / B7935129	30-Jan-1992 / 30-Apr-1986
Hong Kong	Basic American, Inc.	POTATO PEARLS	302427921 / 302427921	07-Nov-2012 / 07- Nov-2012
Indonesia	Basic American, Inc.	POTATO PEARLS	Pending D002012054876	13-Nov-2012
International Registration (WIPO)	Basic American, Inc.	POTATO PEARLS	1141017 / A0032660	06-Nov-2012 / 06- Nov-2012
Italy	Basic American, Inc.	POTATO PEARLS	1556122 / 35035C73	21-Sep-1973 / 21-Sep-1973
Japan	Basic American, Inc.	POTATO PEARLS	1141017 / A0032660	06-Nov-2012 / 06- Nov-2012
Korea	Basic American, Inc.	POTATO PEARLS	1141017 / A0032660	06-Nov-2012 / 06- Nov-

				2012
Malaysia	Basic American, Inc.	POTATO PEARLS	2012019399 / 2012019399	03-Jan-2014 / 16-Nov-2012
Singapore	Basic American, Inc.	POTATO PEARLS	T1219930H / T1219930H	06-Nov-2012 / 11-May-2015
Sweden	Basic American, Inc.	MAGIC POTATIS PARLOR and Design	147341 / 88673	31-May-1974 / 31-May-1974
Taiwan	Basic American, Inc.	POTATO PEARLS	1612177 / 101063261	01-Dec-2013 / 07-Nov-2012
Thailand	Basic American, Inc.	POTATO PEARLS	TM383260 / 870870	04-Aug-2014 / 16-Nov-2012
United Kingdom	Basic American, Inc.	NATURE'S OWN	2202993 / 2202993	06-Apr-2001 / 14-Jul-1999
United Kingdom	Basic American, Inc.	POTATO PEARLS	B1092860 / 1092860	21-Mar-1978 / 21-Mar-1978
United States	Basic American, Inc.	AUTOMASH	1335727 / 73506055	14-May-1985 / 29-Oct-1984
United States	Basic American, Inc.	CLASSIC CASSEROLE	1237521 / 73312618	10-May-1983 / 01-Jun-1981
United States	Basic American, Inc.	POTATO PEARLS COUNTRY STYLE	1552125 / 73673666	15-Aug-1989 / 21-Jul-1987
United States	Basic American, Inc.	Design Sunset Logo	2829017 / 76324430	06-Apr-2004 / 15-Oct-2001
United States	Basic American, Inc.	GOLDEN GRILL	2025243 / 75008242	24-Dec-1996 / 10-Oct-1995
United States	Basic American, Inc.	GOLDEN GRILL (stylized)	3189191 / 78766820	26-Dec-2006 / 05-Dec-2005
United States	Basic American, Inc.	NATURES OWN	2175459 / 75125757	21-Jul-1998 / 26-Jun-1996
United States	Basic American, Inc.	POTATO PEARLS	2910073 / 76561362	14-Dec-2004 / 21-Nov-2003
United States	Basic American, Inc.	POTATO PEARLS EXCEL	1963400 / 74670201	19-Mar-1996 / 05-May-1995
United States	Basic American, Inc.	QUICK START	2206238 / 75322130	24-Nov-1998 / 10-Jul-1997
United States	Basic American, Inc.	REDI-SHRED	0922874 / 72332790	26-Oct-1971 / 17-Jul-1969
United States	Basic American, Inc.	SANTIAGO	1431369 / 73573466	03-Mar-1987 / 16-Dec-1985
United States	Basic American, Inc.	SUN SPICED and Design	2918325 / 76324432	18-Jan-2005 / 15-Oct-2001
United States	Basic American, Inc.	SUNSET	2829018 / 76324431	06-Apr-2004 / 15-Oct-2001
United States	Basic American, Inc.	SUNSPICED	1023890 / 73043255	28-Oct-1975 / 03-Feb-1975
United States	Basic American, Inc.	TEPEE	2822077 / 76324429	16-Mar-2004 / 15-Oct-2001
United States	Basic American, Inc.	TEPEE and Design	2712864 / 76324428	06-May-2003 / 15-Oct-2001
United States	Basic American, Inc.	WHIPP	3238200 / 78644154	01-May-2007 / 06-Jun-2005
United States	Basic American, Inc.	SAFE-T-CAN	3417308 / 77219028	29-Apr-2008 / 29-Jun-2007
United States	Basic American, Inc.	EXCEL	3634731 / 77605325	09-Jun-2009 / 31-Oct-2008
United States	Basic American, Inc.	EASY MASH'D	2820492 / 78182185	02-Mar-2004 / 06-Nov-2002
United States	Basic American, Inc.	DINER STYLE and Design	4503239 / 85928402	25-Mar-2014 / 10-May-2013

United States	Basic American, Inc.	MODERN TABLE	4503155 / 85895366	25-Mar-2014 / 04-Apr-2013
United States	Basic American, Inc.	SPLENDID STARTS	4721704 / 86976043	14-Apr-2015 / 16-Jun-2014
United States	Basic American, Inc.	BRILLIANT BEGINNINGS	Pending 86133791	03-Dec-2013
United States	Basic American, Inc.	BRILLIANT BEGINNINGS	Pending 86976165	03-Dec-2013
United States	Basic American, Inc.	SPLENDID STARTS	Pending 86311098	16-Jun-2014
United States	Basic American, Inc.	X-TEND	Pending 86402640	22-Sep-2014
United States	Basic American, Inc.	X-TRATOS	Pending 86532248	11-Feb-2015

There are four (4) additional trademarks that Basic American, Inc. owns that are not registered. These marks are used in the United States. They are as follows:

Basic American Foods™

Kern-dried™

Smart Servings™

Idaho Spuds™

These marks are common law trademarks.