

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic American, Inc.		04/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	601 Potrero Grande Dr.		
City:	Monterey Park		
State/Country:	CALIFORNIA		
Postal Code:	91755		
Entity Type:	National Banking 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:	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	
Registration Number:	3634731	EXCEL	

CH \$740.00 1335727

Property Type	Number	Word Mark
Registration Number:	2820492	EASY MASH'D
Registration Number:	4503239	DINER STYLE
Registration Number:	4503155	MODERN TABLE
Registration Number:	4721704	SPLENDID STARTS
Registration Number:	4762029	BRILLIANT BEGINNINGS
Registration Number:	4783471	X-TEND
Registration Number:	5172040	X-TRATOS
Registration Number:	5492156	MODERN TABLE
Serial Number:	88251214	FLAVORINGS
Serial Number:	88251188	FLAVORINGS

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0A22-289290
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	04/03/2019

Total Attachments: 7

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**GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(TRADEMARKS)**

[BASIC AMERICAN, INC.]

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (TRADEMARKS) (this “*IP Grant*”) is dated as of April 2, 2019, and is entered into by **BASIC AMERICAN, INC.**, a Delaware corporation (“*Assignor*”), in favor of **MUFG UNION BANK, N.A.** (“*Assignee*”).

WHEREAS, Assignor and Assignee have entered into that Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the “*Credit Agreement*”), pursuant to which Lender has agreed to (a) make certain Loans to Borrower on a revolving credit basis and to issue certain Letters of Credit for the account of Assignor up to an initial aggregate available principal amount of \$40,000,000, and (b) make certain Loans to Borrower on a delayed draw term loan basis up to an initial aggregate available principal amount of \$50,000,000, in each case on the terms and subject to the conditions set forth therein and the other Loan Documents. Capitalized terms used but not defined in this IP Grant shall have the meaning given to them in the Credit Agreement.

WHEREAS, in order to secure Assignor’s Secured Obligations to Assignee under and as evidenced by the Credit Agreement and the other Loan Documents, including the Notes executed and delivered by Borrower to the order of Lender, Assignor has granted to Assignee, for the benefit of the Secured Parties, a security interest pursuant to the Credit Agreement in all Assignor’s right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the “*Collateral*” (as defined in the Credit Agreement).

WHEREAS, Assignor is willing to make, extend and maintain the credit to Borrower under the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Assignor will grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to Assignee, for the benefit of the Secured Parties, in and to, all of Assignor’s respective right, title and interest in and to all Trademarks (as defined and described below) and the goodwill of the business connected with the use of, and symbolized by, each Trademark to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Assignor agrees as follows:

1. As security for the full, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, and hereby grants to Assignee, a security interest in and to all of Assignor’s right, title and interest in, to and under each of the following:

a. all trademarks, trade names, trade dress, services marks, logos, and any other similar designations of source or origin, arising or protected under the laws of the United

States of America or any other country or any political subdivision of any of the foregoing, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the United States Patent and Trademark Office or in any other country or political subdivision of any of the foregoing, or any other similar registry, including the Madrid System of the World Intellectual Property Organization (collectively, “**Trademarks**”), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on **Schedules A** and **B** hereto, and all extensions or renewals thereof (other than, in any case, any “intent-to-use” applications for Trademarks unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office if and to the extent that the grant of a security interest therein would adversely affect the validity of the Trademark); and

b. the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

c. all income, royalties, damages and payments now and hereafter due or payable to Assignor under and with respect thereto, including payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; and

d. the right to sue for past, present and future infringements and dilutions thereof; and

e. all of Assignor’s rights corresponding thereto throughout the world.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Credit Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest in Intellectual Property (Trademarks) to be duly executed as of the date first written above.

ASSIGNOR:

BASIC AMERICAN, INC.,
a Delaware corporation

By: *[Signature]*

Name: James D. Collins

Title: Vice President and
Chief Financial Officer

ASSIGNEE:

MUFG UNION BANK, N.A.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO
GRANT OF SECURITY INTEREST (TRADEMARKS)]

TRADEMARK

REEL: 006608 FRAME: 0141

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest in Intellectual Property (Trademarks) to be duly executed as of the date first written above.

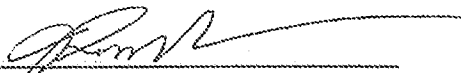
ASSIGNOR:

BASIC AMERICAN, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

MUFG UNION BANK, N.A.

By:  _____
Name: Kenneth Beck
Title: Director

[SIGNATURE PAGE TO
GRANT OF SECURITY INTEREST (TRADEMARKS)]

SCHEDULE A
U.S. TRADEMARKS

RECORD OWNER: BASIC AMERICAN, INC.

REGISTRATION NO.	MARK	REGISTRATION DATE
1335727	AUTOMASH	05/14/1985
1237521	CLASSIC CASSEROLE	05/10/1983
1552125	POTATO PEARLS COUNTRY STYLE	08/15/1989
2829017	Design Sunset Logo	04/06/2004
2025243	GOLDEN GRILL	12/24/1996
2175459	NATURES OWN	07/21/1998
2910073	POTATO PEARLS	12/14/2004
1963400	POTATO PEARLS EXCEL	03/19/1996
2206238	QUICK START	11/24/1998
0922874	REDI-SHRED	10/26/1971
1431369	SANTIAGO	03/03/1987
2918325	SUN SPICED and Design	01/18/2005
2829018	SUNSET	04/06/2004
1023890	SUNSPICED	10/28/1975
2822077	TEPEE	03/16/2004
2712864	TEPEE and Design	05/06/2003
3238200	WHIPP	05/01/2007
3417308	SAFE-T-CAN	04/29/2008
3634731	EXCEL	06/09/2009
2820492	EASY MASH'D	03/02/2004
4503239	DINER STYLE and Design	03/25/2014
4503155	MODERN TABLE (meals)	03/25/2014
4721704	SPLENDID STARTS	04/14/2015

REGISTRATION NO.	MARK	REGISTRATION DATE
4762029	BRILLIANT BEGINNINGS	06/23/2015
4783471	X-TEND	07/28/2015
5172040	X-TRATOS	03/28/2017
5492156	MODERN TABLE (pasta)	11/11/2017

SCHEDULE B

PENDING U.S. TRADEMARKS

RECORD OWNER: BASIC AMERICAN, INC.

APPLICATION No.	MARK	FILING DATE
88251214	FLAVORINGS	01/06/2019
88251188	FLAVORINGS and Design	01/06/2019