

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACAS, LLC (formerly known as American Capital, Ltd.)		12/18/2020	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	TEASDALE FOODS, INC.
<b>Street Address:</b>	3041 Churchill Drive
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Flower Mound
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75022-2733
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	MESA FOODS, LLC
<b>Street Address:</b>	3041 Churchill Drive
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Flower Mound
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75022-2733
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3207972	EMILIO'S
Registration Number:	3345654	EMILIO'S
Registration Number:	3207973	AUNT PENNY'S
Registration Number:	3345655	AUNT PENNY'S
Registration Number:	1546605	TEASDALE
Registration Number:	3675790	TEASDALE
Registration Number:	2155193	ZATECA
Registration Number:	2345055	ELKHORN
Registration Number:	1468492	AMERICAN FARMS
Registration Number:	2145343	TIO FRANCO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86080082	TEASDALE FOODS
Serial Number:	86072360	FROM FARM TO FAMILY
Serial Number:	86088344	BLACKJACK BEAN DIP

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007

*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:** 2123108000

**Email:** juan.arias@weil.com

**Correspondent Name:** Theodore Batis

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** T. Batis - 77069.0003

**NAME OF SUBMITTER:** Theodore Batis

**SIGNATURE:** /THEODORE BATIS/

**DATE SIGNED:** 12/18/2020

**Total Attachments: 9**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of December 18, 2020, is made by ACAS, LLC (formerly known as American Capital, Ltd.) ("Agent") in favor of TEASDALE FOODS, INC. a Delaware corporation ("Teasdale") and MESA FOODS, LLC, a Delaware limited liability company ("Mesa", and together with Teasdale, collectively, the "Grantors"). Each of Teasdale and Mesa are referred to herein individually as a "Grantor," and collectively as the "Grantors." Capitalized terms used but not defined herein shall have the meaning ascribed to them, directly or by reference, in the IP Security Agreements, as applicable.

**WHEREAS**, pursuant to the Second Lien Loan Agreement, dated as of October 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), the Grantors and the Agent are parties to the Second Lien Guaranty and Security Agreement, dated as of October 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, (i) Teasdale executed a Trademark Security Agreement, dated as of October 28, 2014, in favor of the Agent ("2014 IP Security Agreement"), which was duly recorded on November 3, 2014, at Reel 5393 Frame 0394 in the United States Patent and Trademark Office, (ii) Mesa executed a Trademark Security Agreement, dated as of June 16, 2016 ("2016 IP Security Agreement"), which was not recorded, (iii) Agent filed an Entity Conversion to evidence the conversion of American Capital, Ltd., a Delaware corporation, to ACAS, LLC, a Delaware limited liability company, which was duly recorded on February 26, 2019, at Reel 6574 Frame 0031 and (iv) Mesa and Teasdale executed a Trademark Security Agreement, dated as of February 26, 2019, in favor of the Agent ("2019 IP Security Agreement"), and together with the 2014 IP Security Agreement and the 2006 IP Security Agreement, collectively the "IP Security Agreements"), which was duly recorded on February 27, 2019, at Reel 6575 Frame 0961 in the United States Patent and Trademark Office;

**WHEREAS**, pursuant to the Security Agreement and the IP Security Agreements, each Grantor mortgaged, pledged, hypothecated, and granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in (the "Security Interest"), all of its right, title and interest in, to and under the following Collateral of such Grantor: (i) 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 I hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and (iv) 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 (the "Trademark Collateral"); and

**WHEREAS**, the Agent wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantors and to dissolve those liens and encumbrances created by the IP Security Agreements.

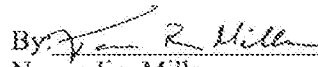
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Security Interest in the Trademark Collateral created under the Security Agreement and the IP Security Agreements, (b) release the Security Interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to Agent in the Trademark Collateral. Each Grantor (and any successor to such Grantor, including any person or entity hereafter having any right, title or interest in and to the Trademark

Collateral of such Grantor) is hereby authorized to record this Release in the United States Patent and Trademark Office.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ACAS, LLC

By:   
Name: Jim Miller  
Title: Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007140 FRAME: 0531**

SCHEDULE 1

**TRADEMARKS**


**Security Interest recorded at Reel/Frame 5393/0394**

REGISTERED TRADEMARKS

<b><u>TRADEMARK</u></b>	<b><u>OWNER</u></b>	<b><u>APP.NO.</u></b>	<b><u>REG.NO.</u></b>	<b><u>APP.DATE</u></b>	<b><u>REG.DATE</u></b>
Emilios's	Teasdale Foods, Inc.	78/770504	3207972	12/09/2005	02/13/2007
Emilio's	Teasdale Foods, Inc.	78/770556	3345654	12/09/2005	11/27/2007
Aunt Penny's	Teasdale Foods, Inc.	78/770548	3207973	12/09/2005	02/13/2007
Aunt Penny's	Teasdale Foods, Inc.	78/770568	3345655	12/09/2005	11/27/2007
Teasdale	Teasdale Foods, Inc.	73/719708	1546605	03/30/1988	07/04/1989
Teasdale	Teasdale Foods, Inc.	77/643685	3675790	01/05/2009	09/01/2009
Zateca	Teasdale Foods, Inc.	74/712016	2155193	08/07/1995	05/05/1998
Elkhorn	Teasdale Foods, Inc.	75/633691	2345055	02/02/1999	04/25/2000
American Farms	Teasdale Foods, Inc.	73/554753	1468492	08/22/1985	12/08/1987
Tio Franco	Teasdale Foods, Inc.	75/123451	2145343	06/21/1996	03/17/1998

TRADEMARK APPLICATIONS

<b><u>TRADEMARK</u></b>	<b><u>OWNER</u></b>	<b><u>APP.NO.</u></b>	<b><u>REG.NO.</u></b>	<b><u>APP.DATE</u></b>	<b><u>REG.DATE</u></b>
Teasdale Foods and Design	Teasdale Foods, Inc.	86/080082	-	10/01/2013	-

					
From Farm to Family	Teasdale Foods, Inc.	86/072360	-	09/23/2013	-
Blackjack Bean Dip	Teasdale Foods, Inc.	86/088344	-	10/10/2013	-

**Security Interest recorded at Reel/Frame 6575/0961**

**1. REGISTERED TRADEMARKS**

<b>TRADEMARK</b>	<b>Class(es)</b>	<b>OWNER</b>	<b>APP.NO.</b>	<b>REG.NO.</b>	<b>APP.DATE</b>	<b>REG.DATE</b>
(Design only)	30	Mesa Foods, LLC	74/013029	1628514	12/21/1989	12/18/1990
MESA	30	Mesa Foods, LLC	73/656954	1481771	4/23/1987	03/22/1988
SIMPLY ESPECIAL	29,30	Teasdale Foods, Inc.	88/153022		10/12/2018	
UNMEXPECTED	29,30	Teasdale Foods, Inc.	87/927467		5/18/2018	

TEASDALE LATIN FOODS and Design	30	Teasdale Foods, Inc.	87/902766		5/1/2018	
TEASDALE LATIN FOODS and Design	29	Teasdale Foods, Inc.	87/902789	5617383	5/1/2018	11/27/2018
TEASDALE LATIN FOODS	29	Teasdale Foods, Inc.	87/902779	5627754	5/1/2018	12/11/2018
TEASDALE LATIN FOODS	30	Teasdale Foods, Inc.	87/902753		5/1/2018	

TRADEMARK	Class{es}	OWNER	APP.NO.	REG.NO.	APP.DATE	REG.DATE
RUDY'S TORTILLAS SINCE 1945 DELICIOSA Y SABROSA PREMIUM QUALITY and Design	30	Teasdale Foods, Inc.	87/900117		4/30/2018	
RUDY'S TORTILLAS	30	Teasdale Foods, Inc.	87/880105		4/17/2018	
JARDINE'S	30	Teasdale Foods, Inc.	87/652324	5428542	10/19/2017	3/20/2018
JARDINES	30	Teasdale Foods, Inc.	87/652340	5366661	10/19/2017	12/26/2017
SOUTHWEST CILANTRO	30	Teasdale Foods, Inc.	87/555360	5427038	8/3/2017	3/20/2018



HARVESTED IN THE LAND OF THE SUN	30	Teasdale Foods, Inc.	87/457235	5429923	5/19/2017	3/20/2018
ZATECA	30	Teasdale Foods, Inc.	86/981045	5130495	3/23/2015	1/24/2017
ZATECA	30	Teasdale Foods, Inc.	86/983761	5470197	3/23/2015	5/15/2018
MEXENE	30	Teasdale Foods, Inc.	86/433005	4755434	10/23/2014	6/16/2015
SONTAVA!	30	Teasdale Foods, Inc.	86/078643	4498234	9/30/2013	3/18/2014
FROM FARM TO FAMILY	30	Teasdale Foods, Inc.	86/976112	4721708	9/23/2013	4/14/2015

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TRADEMARK	Class(es)	OWNER	APP.NO.	REG.NO.	APP.DATE	REG.DATE
CAMPFIRE ROASTED	30	Teasdale Foods, Inc.	86/031717	4513882	8/7/2013	4/15/2014
FRESH FROM HOME	30	Teasdale Foods, Inc.	77/681162	3779260	3/2/2009	4/20/2010
VIVA MEXICO!	29	Teasdale Foods, Inc.	77/543527	4067534	8/11/2008	12/6/2011
5-STAR	30	Teasdale Foods, Inc.	77/149731	3582118	4/5/2007	3/3/2009
7JRANCH	30	Teasdale Foods, Inc.	78/881901	3204068	5/11/2006	1/30/2007
7JRANCH	30	Teasdale Foods, Inc.	74/567788	1915258	8/30/1994	8/29/1995
SALSA BOBOS	30	Teasdale Foods, Inc.	78/396189	2941996	4/5/2004	4/19/2005
jVIVA MEXICO!	29,30	Teasdale Foods, Inc.	76/476021	2916914	12/16/2002	1/11/2005

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**TRADEMARK**  
**REEL: 007140 FRAME: 0535**

COWPOKE ARTICHOKE	30	Teasdale Foods, Inc.	76/376900	2645753	3/4/2002	11/5/2002
PRAIRIE PEACH	30	Teasdale Foods, Inc.	76/318119	2727959	9/25/2001	6/17/2003
MAGIC GARDEN	30	Teasdale Foods, Inc.	74/458565	1894674	11/16/1993	5/16/1995
CASA FIESTA	29,30	Teasdale Foods, Inc.	74/240211	1725992	1/27/1992	10/20/1992
TEXASALSA	30	Teasdale Foods, Inc.	74/193139	1700718	8/9/1991	7/14/1992
5-STAR	30	Teasdale Foods, Inc.	74/076165	1646199	7/6/1990	5/28/1991
TEXARITA	32	Teasdale Foods, Inc.	74/076166	1647596	7/6/1990	6/11/1991

TRADEMARK	Class{es}	OWNER	APP.NO.	REG.NO.	APP.DATE	REG.DATE
QUESOLOCOC	30	Teasdale Foods, Inc.	74/035157	1642193	3/5/1990	4/23/1991
KILLER	30	Teasdale Foods, Inc.	73/818529	1589201	8/10/1989	3/27/1990
TEXAS RED SNAPPER	32	Teasdale Foods, Inc.	73/788522	1594477	3/23/1989	5/1/1990
TEXAS CAVIAR	29	Teasdale Foods, Inc.	73/788564	1607552	3/23/1989	7/24/1990
TEXAS CHAMPAGNE	30	Teasdale Foods, Inc.	73/737944	1526014	7/5/1988	2/21/1989
D. L. JARDINE'S	29	Teasdale Foods, Inc.	73/644456	1465708	2/13/1987	11/17/1987
SHOTGUN WILLIE'S	30	Teasdale Foods, Inc.	73/644457	1458598	2/13/1987	9/22/1987
D. L. JARDINE'S	30	Teasdale Foods, Inc.	73/644458	1458599	2/13/1987	9/22/1987

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TEXACANTE ■	30	Teasdale Foods, Inc.	73/644459	1456732	2/13/1987	9/8/1987
(Design Only)	29,30	Teasdale Foods, Inc.	73/541373	1401433	6/5/1985	7/15/1986
CASA FIESTA	29	Teasdale Foods, Inc.	73/447864	1331078	10/13/1983	4/16/1985

2. TRADEMARK

APPLICATIONS NONE