

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		12/18/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	TEASDALE FOODS, INC.
Street Address:	901 PACKERS STREET
City:	ATWATER
State/Country:	CALIFORNIA
Postal Code:	95301
Entity Type:	Corporation: DELAWARE
Name:	MESA FOODS, LLC
Street Address:	3701 WEST MAGNOLIA AVENUE
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40211
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	1725992	CASA FIESTA
Registration Number:	1331078	CASA FIESTA
Registration Number:	1401433	CASA FIESTA
Registration Number:	1894674	MAGIC GARDEN
Registration Number:	113319	MEXENE
Registration Number:	2916914	¡VIVA MEXICO!
Registration Number:	4067534	VIVA MEXICO!
Registration Number:	4755434	MEXENE
Registration Number:	4498234	SONTAVA!
Registration Number:	4513882	CAMPFIRE ROASTED
Registration Number:	3204068	7J RANCH
Registration Number:	3281111	SOUTHWEST CILANTRO
Registration Number:	3179949	BUCKIN' BERRY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3582118	5-STAR
Registration Number:	2645753	COWPOKE ARTICHOKE
Registration Number:	2727959	PRAIRIE PEACH
Registration Number:	1915258	7J RANCH
Registration Number:	1922285	BUCKAROO
Registration Number:	1843097	CHIK'N LIK'N
Registration Number:	1840749	BLAZIN' SADDLE
Registration Number:	1755595	SONTAVA!
Registration Number:	1707023	TEXACALI
Registration Number:	1700718	TEXASALSA
Registration Number:	1661001	TEXAPENO
Registration Number:	1659914	JAILHOUSE CAVIAR
Registration Number:	1647596	TEXARITA
Registration Number:	1646199	5-STAR
Registration Number:	1642193	QUESO LOCO
Registration Number:	1594468	BUCKSHOT
Registration Number:	1589201	KILLER
Registration Number:	1607552	TEXAS CAVIAR
Registration Number:	1594477	TEXAS RED SNAPPER
Registration Number:	1458599	D. L. JARDINE'S
Registration Number:	1465708	D. L. JARDINE'S
Registration Number:	1435851	D.L. JARDINE'S CHUCK WAGON RECIPE TEXAS
Registration Number:	2941996	SALSA BOBOS
Registration Number:	3862661	TUMBLEWEED VERDE
Registration Number:	3732986	LOUISIANA CAJUN CAYENNE
Registration Number:	3689048	KANSAS CITY SLOW MO MOLASSES
Registration Number:	3779260	FRESH FROM HOME
Registration Number:	1683122	KICK'M-UP
Registration Number:	1684576	
Registration Number:	1675992	
Registration Number:	1526014	TEXAS CHAMPAGNE
Registration Number:	1456732	TEXACANTE
Registration Number:	1458598	SHOTGUN WILLIE'S
Registration Number:	1572433	SEATRONICS
Registration Number:	5617383	TEASDALE LATIN FOODS
Registration Number:	5627754	TEASDALE LATIN FOODS
Registration Number:	5428542	JARDINE'S
Registration Number:	5366661	JARDINES

Property Type	Number	Word Mark
Registration Number:	5427038	SOUTHWEST CILANTRO
Registration Number:	5429923	HARVESTED IN THE LAND OF THE SUN
Registration Number:	5130495	ZATECA
Registration Number:	5470197	ZATECA
Registration Number:	4721708	FROM FARM TO FAMILY
Registration Number:	1628514	
Registration Number:	1481771	MESA
Serial Number:	88153022	SIMPLY ESPECIAL
Serial Number:	87927467	UNMEXPECTED
Serial Number:	87902766	TEASDALE LATIN FOODS
Serial Number:	87902753	TEASDALE LATIN FOODS
Serial Number:	87900117	DELICIOSA Y SABROSA RUDY'S TORTILLAS SIN
Serial Number:	87880105	RUDY'S TORTILLAS

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	23743.015001
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	12/29/2020

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 ANTARES CAPITAL LP ("Agent") in favor of TEASDALE FOODS, INC. a Delaware corporation ("Teasdale") and MESA FOODS, LLC, a Delaware limited liability company ("Mesa"). Each of Teasdale and Mesa are referred to herein individually as a "Grantor," and collectively as the "Grantors." Capitalized terms used by not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreements, as applicable.

WHEREAS, pursuant to the First Lien Credit 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 a 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 February 26, 2019, in favor of Agent ("2019 IP Security Agreement"), which was duly recorded on February 27, 2019, at Reel 6574 Frame 0726 in the United States Patent and Trademark Office; (ii) Teasdale executed a Trademark Security Agreement, dated as of October 1, 2015, and a Trademark Security Agreement, dated as of December 31, 2015, each in favor of Agent (together the "2015 IP Security Agreements"), which were duly recorded, respectively, on October 5, 2015, at Reel 5637 Frame 0691, and on April 29, 2016, at Reel 5781 Frame 0106 in the United States Patent and Trademark Office and (iii) Mesa executed a Trademark Security Agreement, dated as of June 16, 2016, in favor of Grantor ("2016 IP Security Agreement"), and together with the 2019 IP Security Agreement and the 2015 IP Security Agreements, collectively the "IP Security Agreements"), which was duly recorded on June 16, 2016, at Reel 5813 Frame 0951 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.

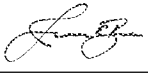
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Security Interest in the Trademark Collateral created under the Security Agreement 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 Trademark Security Agreements to be duly executed as of the date first set forth above.

ANTARES CAPITAL LP

By: 
Name: Jonathan Balch
Title: Duly Authorized Signatory


SCHEDULE 1

TRADEMARKS

REGISTERED TRADEMARKS


Security Interest recorded at Reel/Frame 5781/0106


*Former owner Bruce Foods Corporation assigned trademarks to Teasdale Foods, Inc. 12/31/2015



<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
CASA FIESTA	Bruce Foods Corporation	74/240,211	1725992	1/27/1992	10/20/1992
CASA FIESTA	Bruce Foods Corporation	73/447,864	1331078	10/13/1983	4/16/1985
CASA FIESTA & Design 	Bruce Foods Corporation	73/541,373	1401433	06/05/1985	7/15/1986
MAGIC GARDEN	Bruce Foods Corporation	74/458,565	1894674	11/16/1993	5/16/1995
MEXENE & Design 	Bruce Foods Corporation	71/089,422	113319	09/23/1915	10/10/1916
VIVA MEXICO!	Bruce Foods Corporation	76/476,021	2916914	12/16/2002	1/11/2005
VIVA MEXICO!	Bruce Foods Corporation	77/543,527	4067534	08/11/2008	12/06/2011
MEXENE	Bruce Foods Corporation	86/433,005	4755434	10/23/2014	6/16/2015

Security Interest recorded at Reel/Frame 5637/0691




Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
SONTAVA!	US	Registered	86/078,643 9/30/2013	4,498,234 3/18/2014	Teasdale Foods, Inc.
CAMPFIRE ROASTED	US	Registered	86/031,717 8/07/2013	4,513,882 4/15/2014	Teasdale Foods, Inc.
7J RANCH	US	Registered	78/881,901 5/11/2006	3,204,068 1/30/2007	Teasdale Foods, Inc.
SOUTHWEST CILANTRO	US	Registered	78/850,881 3/31/2006	3,281,111 8/14/2007	Teasdale Foods, Inc.
BUCKIN' BERRY	US	Registered	78/682,569 8/01/2005	3,179,949 12/05/2006	Teasdale Foods, Inc.
5-STAR	US	Registered	77/149,731 4/05/2007	3,582,118 3/03/2009	Teasdale Foods, Inc.
COWPOKE ARTICHOKE	US	Registered	76/376,900 3/04/2002	2,645,753 11/05/2002	Teasdale Foods, Inc.
PRAIRIE PEACH	US	Registered	76/318,119 9/25/2001	2,727,959 6/17/2003	Teasdale Foods, Inc.
7J RANCH	US	Registered	74/567,788 8/30/1994	1,915,258 8/29/1995	Teasdale Foods, Inc.

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
	US	Registered	74/530,998 5/31/1994	1,922,285 9/26/1995	Teasdale Foods, Inc.
CHIK'N LIK'N	US	Registered	74/427,306 8/18/1993	1,843,097 7/05/1994	Teasdale Foods, Inc.
BLAZIN' SADDLE	US	Registered	74/426,330 8/18/1993	1,840,749 6/21/1994	Teasdale Foods, Inc.
SONTAVA!	US	Registered	74/279,682 5/27/1992	1,755,595 3/02/1993	Teasdale Foods, Inc.
TEXACALI	US	Registered	74/214,011 10/17/1991	1,707,023 8/11/1992	Teasdale Foods, Inc.
TEXASALSA	US	Registered	74/193,139 8/09/1991	1,700,718 7/14/1992	Teasdale Foods, Inc.
TEXAPEÑO	US	Registered	74/102,649 10/02/1990	1,661,001 10/15/1991	Teasdale Foods, Inc.
JAILHOUSE CAVIAR	US	Registered	74/077,144 7/06/1990	1,659,914 10/08/1991	Teasdale Foods, Inc.
TEXARITA	US	Registered	74/076,166 7/06/1990	1,647,596 6/11/1991	Teasdale Foods, Inc.
5-STAR	US	Registered	74/076,165 7/06/1990	1,646,199 5/28/1991	Teasdale Foods, Inc.
QUESO LOCO	US	Registered	74/035,157 3/05/1990	1,642,193 4/23/1991	Teasdale Foods, Inc.

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
BUCKSHOT	US	Registered	73/820,223 8/21/1989	1,594,468 5/01/1990	Teasdale Foods, Inc.
KILLER	US	Registered	73/818,529 8/10/1989	1,589,201 3/27/1990	Teasdale Foods, Inc.
TEXAS CAVIAR	US	Registered	73/788,564 3/23/1989	1,607,552 7/24/1990	Teasdale Foods, Inc.
TEXAS RED SNAPPER	US	Registered	73/788,522 3/23/1989	1,594,477 5/01/1990	Teasdale Foods, Inc.
D. L. JARDINE'S	US	Registered	73/644,458 2/13/1987	1,458,599 9/22/1987	Teasdale Foods, Inc.
D. L. JARDINE'S	US	Registered	73/644,456 2/13/1987	1,465,708 11/17/1987	Teasdale Foods, Inc.
D.L. JARDINE'S CHUCK WAGON RECIPE TEXAS FOODS 	US	Registered	73/310,300 1/13/1987	1,435,851 4/07/1987	Teasdale Foods, Inc.
SALSA BOBOS	US	Registered	78/396,189 4/05/2004	2,941,996 4/19/2005	Teasdale Foods, Inc.
TUMBLEWEED VERDE	US	Registered	77/800,602 8/10/2009	3,862,661 10/19/2010	Teasdale Foods, Inc.
LOUISIANA CAJUN CAYENNE	US	Registered	77/689,646 3/12/2009	3,732,986 12/29/2009	Teasdale Foods, Inc.

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
KANSAS CITY SLOW MO MOLASSES	US	Registered	77/689,610 3/12/2009	3,689,048 9/29/2009	Teasdale Foods, Inc.
FRESH FROM HOME	US	Registered	77/681,162 3/02/2009	3,779,260 4/20/2010	Teasdale Foods, Inc.
KICK'M-UP	US	Registered	74/153,801 4/02/1991	1,683,122 4/14/1992	Teasdale Foods, Inc.
	US	Registered	74/131,303 1/14/1991	1,684,576 4/28/1992	Teasdale Foods, Inc.
	US	Registered	74/130,756 1/14/1991	1,675,992 2/18/1992	Teasdale Foods, Inc.
TEXAS CHAMPAGNE	US	Registered	73/737,944 7/05/1988	1,526,014 2/21/1989	Teasdale Foods, Inc.
TEXACANTE	US	Registered	73/644,459 2/13/1987	1,456,732 9/8/1987	Teasdale Foods, Inc.
SHOTGUN WILLIE'S	US	Registered	73/644,457 2/13/1987	1,458,598 9/22/1987	Teasdale Foods, Inc.
D.L. JARDINE'S	AU	Registered	1572433 8/2/2013	1572433 8/2/2013	Teasdale Foods, Inc.

Security Interest recorded at Reel/Frame 6574/0726

<u>TRADEMARK</u>	<u>Class(es)</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
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	
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
FROM FARM TO FAMILY	30	Teasdale Foods, Inc.	86/976112	4721708	9/23/2013	4/14/2015

Security Interest recorded at Reel/Frame 5813/0951

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
Design Only	Mesa Foods, LLC	74013029	1,628,514	12/21/1989	12/18/1990
Mesa	Mesa Foods, LLC	73656954	1,481,771	03/22/1987 04/23/1987	03/22/1988