

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640000

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golding Farms Foods, Inc.		04/15/2021	Corporation: NORTH CAROLINA
Arcobasso Foods, Inc.		04/15/2021	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Yukon Capital Partners III, L.P., as collateral agent
Street Address:	8300 Norman Center Drive, Suite 600
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2742696	BACKYARD LIVING
Registration Number:	4490299	
Registration Number:	2873831	GARDEN SECRETS
Registration Number:	5822651	GLO
Registration Number:	1787698	GOLDING
Registration Number:	4379013	GOLDING FARMS
Registration Number:	1528507	GOLDING FARMS
Registration Number:	2877689	GOLDING FARMS
Registration Number:	1968301	GOLDING FARMS GOLDEN STEAK SAUCE
Registration Number:	4379088	GOLDING FARMS
Registration Number:	3633946	GOLDING'S SELECT
Registration Number:	3817497	HISAKAWA
Registration Number:	6204309	HISAKAWA
Registration Number:	4164282	HONEST TO GOODNESS FLAVOR
Registration Number:	1314906	JERO
Registration Number:	2821223	LITTLE RIVER SEAFOOD COMPANY
Registration Number:	2105529	MAJOR PETERS'
Registration Number:	6004903	MOUNTAIN RIDGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2448340	MOUNTAIN RIDGE
Registration Number:	3351857	MR. HONEY BEAR'S
Registration Number:	5817976	MRS. CAMPBELL'S CHOW CHOW
Registration Number:	2073197	NATURALLY HEALTHY
Registration Number:	1554928	OLD LAREDO
Registration Number:	4523014	RUSTUP
Registration Number:	2395636	SHERIFF HEGE
Registration Number:	3340888	SUN ZEN
Registration Number:	5681545	TATTOO
Registration Number:	4182059	THE GREAT AMERICAN PUT-ON
Registration Number:	4716136	THE LAZY MAN'S SAUCE

CORRESPONDENCE DATA

Fax Number: 3036293450

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: 303-629-3400

Email: burtner.jody@dorsey.com

Correspondent Name: Dorrsey & Whitney LLP

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 2: IP Department

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	504024-5
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	04/16/2021

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 15, 2021, is made by and among **GOLDING FARMS FOODS, INC.**, a North Carolina corporation, and **ARCOBASSO FOODS, INC.**, a Missouri corporation (collectively, the "**Grantor**") in favor of **YUKON CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership, in its capacity as collateral agent (the "**Collateral Agent**") for itself and the other purchasers from time to time party to the Note Purchase Agreement described below (collectively, the "**Purchasers**").

WHEREAS, the Grantor has entered into an Amended and Restated Subordinated Note Purchase Agreement dated as of even date herewith (as may be amended, modified, extended, or restated from time to time the "**Note Purchase Agreement**"), with the Collateral Agent, the Purchasers and the other Note Parties from time to time party thereto.

WHEREAS, under the terms of the Note Purchase Agreement, the Grantor has granted to the Collateral Agent, for Purchasers' benefit, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used herein but not defined shall have the meaning set forth in the Note Purchase Agreement.

2. **Grant of Security.** The Grantor hereby pledges and grants to the Collateral Agent, for Purchasers' benefit, a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications exclusively licensed the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of doubt, the IP Collateral shall not include any Excluded Collateral.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent and the Purchasers with respect to the IP Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GOLDING FARMS FOODS, INC.,
a North Carolina corporation

By:  _____
Name: David Jaffe
Title: President

ARCOBASSO FOODS, INC.,
a Missouri corporation

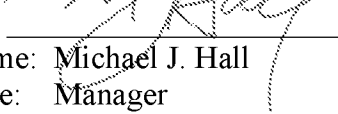
By:  _____
Name: David Jaffe
Title: President

AGREED TO AND ACCEPTED:

COLLATERAL AGENT:

YUKON CAPITAL PARTNERS III, L.P.,
a Delaware limited partnership

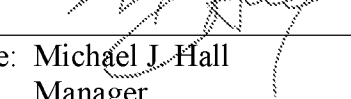
By: Yukon Partners III, L.L.C.
Its: General Partner

By: 
Name: Michael J. Hall
Title: Manager

PURCHASERS:

YUKON CAPITAL PARTNERS III, L.P.,
a Delaware limited partnership

By: Yukon Partners III, L.L.C.
Its: General Partner

By: 
Name: Michael J. Hall
Title: Manager

**YUKON CAPITAL PARTNERS
PARALLEL III, L.P.,**
a Delaware limited partnership

By: Yukon Partners III, L.L.C.
Its: General Partner

By: 
Name: Michael J. Hall
Title: Manager


**YUKON CAPITAL PARTNERS 3(C)(7)
III, L.P.,**
a Delaware limited partnership

By: Yukon Partners III, L.L.C.
Its: General Partner

By: 
Name: Michael J. Hall
Title: Manager

**YUKON CAPITAL PARTNERS 3(C)(7)
PARALLEL III, L.P.,**
a Delaware limited partnership

By: Yukon Partners III, L.L.C.
Its: General Partner

By: 
Name: Michael J. Hall
Title: Manager

SCHEDULES

SCHEDULE 1

PATENTS

None.

SCHEDULE 2

TRADEMARKS

See attached.

COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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BACKYARD LIVING

United States	1760471.000004-22	Golding Farms Foods, Inc.	23 Mar 2000 76/007,976	29 Jul 2003 2,742,696	REGISTERED 030
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CURRENT DUE	ACTION
7/29/2023	US RENEWAL/DEC USE

Goods: 030 - Barbecue sauce and glazes for food

CHICKEN SPLASH

United States	1760471.000004-30	Golding Farms Foods, Inc.	10 Sep 2019 88/611,722		ALLOWED 030
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CURRENT DUE	ACTION
3/17/2021	FILE ITU EXTENSION-2
3/17/2021	STATEMENT OF USE

Goods: 030 - Sauces; Marinades



DESIGN

United States	1760471.000004-11	Golding Farms Foods, Inc.	23 Nov 2012 85/786,173	04 Mar 2014 4,490,299	REGISTERED 030
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CURRENT DUE	ACTION
3/4/2024	US RENEWAL/DEC USE

Goods: 030 - salad dressing, marinade, honey, mustard, tartar sauce, cocktail sauce, dipping sauces, steak sauce, molasses, chow chow

GARDEN SECRETS

United States	1760471.000004-21	Golding Farms Foods, Inc.	11 Jun 2003 76/526,655	17 Aug 2004 2,873,831	REGISTERED 030
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CURRENT DUE	ACTION
8/17/2024	US RENEWAL/DEC USE

Goods: 030 - salad dressings, relishes and barbecue sauces

GLO

United States	1760471.000004-1	Golding Farms Foods, Inc.	07 Mar 2018 87/824,082	30 Jul 2019 5,822,651	REGISTERED 30
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CURRENT DUE	ACTION
7/30/2025	AFFIDVT OF USE 8 & 15
7/30/2029	US RENEWAL/DEC USE

Goods: 30 - Chili oil for use as a seasoning or condiment; hot sauce

GOLDING

United States	1760471.000004-27	Golding Farms Foods, Inc.	05 Feb 1991 74/136,563	10 Aug 1993 1,787,698	REGISTERED 030
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CURRENT DUE	ACTION
8/10/2023	US RENEWAL/DEC USE

Goods: 030 - salad dressing

COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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GOLDING FARMS

United States	1760471.000004-13	Golding Farms Foods, Inc.	19 Oct 2012 85/758,705	06 Aug 2013 4,379,013	REGISTERED 030
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CURRENT DUE	ACTION
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8/6/2023 US RENEWAL/DEC USE

Goods: 030 - vinegar, barbecue sauce, chow chow, cocktail sauce, salad dressing, soy sauce, corn syrup, honey, steak sauce, mustard, molasses, pancake syrup, and Worcestershire sauce

United States	1760471.000004-29	Golding Farms Foods, Inc.	01 Aug 1988 73/743,286	07 Mar 1989 1,528,507	REGISTERED 030
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CURRENT DUE	ACTION
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3/7/2029 US RENEWAL/DEC USE

Goods: 030 - molasses, chow chow, honey, cocktail sauce and barbecue sauce



GOLDING FARMS AND FARM logo

United States	1760471.000004-16	Golding Farms Foods, Inc.	15 Sep 2003 78/300,585	24 Aug 2004 2,877,689	REGISTERED 029, 030
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CURRENT DUE	ACTION
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8/24/2024 US RENEWAL/DEC USE

Goods: 029 - [Honey butter,] olive oil [and salad oil]
030 - Flavored vinegar, vinegar, BBQ sauce, cocktail sauce, salad dressing,[marinade,] soy sauce, honey, steak sauce, mustard, [lemon pepper,] molasses, tartar sauce, pancake syrup, Worcestershire sauce



GOLDING FARMS GOLDEN STEAK SAUCE logo

United States	1760471.000004-26	Golding Farms Foods, Inc.	03 Apr 1995 74/659,551	16 Apr 1996 1,968,301	REGISTERED 030
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CURRENT DUE	ACTION
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4/16/2026 US RENEWAL/DEC USE

Goods: 030 - steak sauce



GOLDING FARMS logo

United States	1760471.000004-12	Golding Farms Foods, Inc.	05 Nov 2012 85/771,760	06 Aug 2013 4,379,088	REGISTERED 030
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CURRENT DUE	ACTION
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8/6/2023 US RENEWAL/DEC USE

Goods: 030 - vinegar, barbecue sauce, chow chow, cocktail sauce, salad dressing, soy sauce, corn syrup, honey, steak sauce, mustard, molasses, pancake syrup, and Worcestershire sauce

COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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GOLDING'S SELECT

United States	1760471.000004-19	Golding Farms Foods, Inc.	23 Apr 2008 77/455,945	09 Jun 2009 3,633,946	ABANDONED 030
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Goods: 030 - Salad dressings

HISAKAWA

United States	1760471.000004-18	Golding Farms Foods, Inc.	23 Nov 2009 77/878,924	13 Jul 2010 3,817,497	REGISTERED 030
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CURRENT DUE ACTION

7/13/2030 US RENEWAL/DEC USE

Goods: 030 - soy sauce

United States	1760471.000004-33	Golding Farms Foods, Inc.	09 Apr 2020 88/865,363	24 Nov 2020 6,204,309	REGISTERED 030
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CURRENT DUE ACTION

11/24/2026 AFFIDVT OF USE 8 & 15

11/24/2030 US RENEWAL/DEC USE

Goods: 030 - Sauces

HONEST TO GOODNESS FLAVOR

United States	1760471.000004-14	Golding Farms Foods, Inc.	27 Oct 2011 85/457,893	26 Jun 2012 4,164,282	REGISTERED 030
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CURRENT DUE ACTION

6/26/2022 US RENEWAL/DEC USE

Goods: 030 - salad dressing, molasses, honey, steak sauce, chow chow, relish, cocktail sauce, tartar sauce, mustard

INSTASAUCE

United States	1760471.000004-2	Golding Farms Foods, Inc.	10 Jul 2018 88/031,396		ABANDONED 30
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Goods: 30 - Sauces; Cooking sauces; Ready-made sauces

JERO

United States	1760471.000004-35	Arcobasso Foods Inc.	02 May 1983 73/424,161	15 Jan 1985 1,314,906	REGISTERED 032
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CURRENT DUE ACTION

1/15/2025 US RENEWAL/DEC USE

Goods: 032 - Non-Alcoholic Cocktail Mixes



**JERO JERUSALEM & RODE THE PERFECT PARTNERSHIP THE
RIGHT AMOUNT OF SWEET THE RIGHT AMOUNT OF SOUR &
Design**

United States	1760471.000004-34	Arcobasso Foods Inc.	10 Jul 2020 90/046,183		PUBLISHED 032
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Goods: 032 - Non-alcoholic cocktail mixes

COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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KITCHEN FAMILIAR

Mexico	1760471.000004-6	Golding Farms Foods, Inc.	12 Sep 2018 2098839	14 Dec 2018 1960951	REGISTERED 030
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CURRENT DUE	ACTION
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12/14/2021	PROOF OF USE
3/14/2022	DECLARATION OF USE
9/12/2028	RENEWAL

Goods: 030 - sauces [condiments]; marinades; aiolis [mayonnaise-based dip]



LITTLE RIVER SEAFOOD COMPANY logo

United States	1760471.000004-17	Golding Farms Foods, Inc.	09 Jan 2003 78/201,521	09 Mar 2004 2,821,223	REGISTERED 030
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CURRENT DUE	ACTION
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3/9/2024	US RENEWAL/DEC USE
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Goods: 030 - cocktail sauce and tartar sauce

MAJOR PETERS'

Mexico	1760471.000004-37	Arcobasso Foods Inc.	14 Aug 2000 441695	25 Jun 2002 751131	ABANDONED 032
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Goods: 032 - non-alcoholic cocktail mixes for, an in general, beer, and soda mineral water and other non-alcoholic beverages, fruit juice drinks and syrups and other preparations for making beverages

United States	1760471.000004-36	Arcobasso Foods Inc.	13 Nov 1996 75/197,283	14 Oct 1997 2,105,529	REGISTERED 032
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CURRENT DUE	ACTION
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10/14/2027	US RENEWAL/DEC USE
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Goods: 032 - non-alcoholic cocktail mixes

MOUNTAIN RIDGE

United States	1760471.000004-10	Golding Farms Foods, Inc.	21 Dec 2017 87/730,200	10 Mar 2020 6,004,903	REGISTERED 030
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CURRENT DUE	ACTION
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3/10/2026	AFFIDVT OF USE 8 & 15
3/10/2030	US RENEWAL/DEC USE

Goods: 030 - honey

United States	1760471.000004-24	Golding Farms Foods, Inc.	10 Jun 1999 75/726,556	01 May 2001 2,448,340	REGISTERED 030
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CURRENT DUE	ACTION
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5/1/2021	US RENEWAL/DEC USE
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Goods: 030 - honey

MR. HONEY BEAR'S

United States	1760471.000004-20	Golding Farms Foods, Inc.	07 May 2007 77/174,262	11 Dec 2007 3,351,857	REGISTERED 030
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COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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MR. HONEY BEAR'S continued.....
 1760471.000004-20 continued.....

CURRENT DUE	ACTION
12/11/2027	US RENEWAL/DEC USE

Goods: 030 - Honey syrup

MRS. CAMPBELL'S CHOW CHOW

United States	1760471.000004-5	Golding Farms Foods, Inc.	07 Aug 2018 88/068,822	30 Jul 2019 5,817,976	REGISTERED 30
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CURRENT DUE	ACTION
7/30/2025	AFFIDVT OF USE 8 & 15
7/30/2029	US RENEWAL/DEC USE

Goods: 30 - Chow chow

NATURALLY HEALTHY

United States	1760471.000004-25	Golding Farms Foods, Inc.	12 Oct 1995 75/004,589	24 Jun 1997 2,073,197	REGISTERED 030
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CURRENT DUE	ACTION
6/24/2027	US RENEWAL/DEC USE

Goods: 030 - honey, salad dressing, molasses, maple syrup, steak sauce, salsa, hot sauce, relish, mustard, barbecue sauce, cocktail sauce, tartar sauce



OLD LAREDO logo

United States	1760471.000004-28	Golding Farms Foods, Inc.	01 Aug 1988 73/743,287	05 Sep 1989 1,554,928	ABANDONED 030
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Goods: 030 - picante sauce and jalapeno mustard

POUR-A-BOWL

United States	1760471.000004-7	Golding Farms Foods, Inc.	26 Dec 2018 88/241,819		ALLOWED 030
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CURRENT DUE	ACTION
6/25/2021	STATEMENT OF USE
6/25/2021	FILE ITU EXTENSION-4

Goods: 030 - sauces

PRO FLORA

United States	1760471.000004-8	Golding Farms Foods, Inc.	18 Jan 2019 88/266,952		PENDING 030
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Goods: 030 - Salad dressing

RUSTUP

United States	1760471.000004-38	Arcobasso Foods Inc.	25 Jan 2013 85/832,618	29 Apr 2014 4,523,014	ABANDONED 030
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Goods: 030 - Condiments, namely, ketchup, mustard, relish, and combinations thereof

SALSA BACANA

United States	1760471.000004-4	Golding Farms Foods, Inc.	07 Aug 2018 88/068,800		ABANDONED 30
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COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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SALSA BACANA continued.....

1760471.000004-4 continued.....

Goods: 30 - Sauces; salsa

SEAFOOD SPLASH

United States	1760471.000004-32	Golding Farms Foods, Inc.	10 Sep 2019 88/611,738		PENDING 030
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Goods: 030 - Sauces; Marinades

SHERIFF HEGE

United States	1760471.000004-23	Golding Farms Foods, Inc.	27 Sep 1999 75/809,311	17 Oct 2000 2,395,636	ABANDONED 030
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Goods: 030 - barbecue sauce

STEAK SPLASH

United States	1760471.000004-31	Golding Farms Foods, Inc.	10 Sep 2019 88/611,733		ALLOWED 030
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CURRENT DUE	ACTION
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3/17/2021 STATEMENT OF USE

3/17/2021 FILE ITU EXTENSION-2

Goods: 030 - Sauces; Marinades



SUN ZEH and Design

United States	1760471.000004-39	Arcobasso Foods Inc.	02 Jul 2004 78/445,320	20 Nov 2007 3,340,888	REGISTERED 030
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CURRENT DUE	ACTION
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11/20/2027 US RENEWAL/DEC USE

Goods: 030 - Food seasonings; salt; seasoning blends; seasoning mixes; spices; spice blends; spice mixes

TACO TRUCK

United States	1760471.000004-3	Golding Farms Foods, Inc.	07 Aug 2018 88/068,784		ABANDONED 30
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Goods: 30 - Sauces

TATTOO

United States	1760471.000004-9	Golding Farms Foods, Inc.	25 Sep 2017 87/621,356	19 Feb 2019 5,681,545	REGISTERED 030
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CURRENT DUE	ACTION
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2/19/2025 AFFIDVT OF USE 8 & 15

2/19/2029 US RENEWAL/DEC USE

Goods: 030 - Hot sauce; chili sauce

THE GREAT AMERICAN PUT-ON

United States	1760471.000004-15	Golding Farms Foods, Inc.	12 Jul 2011 85/369,163	31 Jul 2012 4,182,059	REGISTERED 030
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CURRENT DUE	ACTION
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7/31/2022 US RENEWAL/DEC USE

COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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THE GREAT AMERICAN PUT-ON continued.....

1760471.000004-15 continued.....

Goods: 030 - chow chow

THE LAZY MAN'S SAUCE

United States	1760471.000004-40	Arcobasso Foods Inc.	25 Jan 2013 85/832,615		ABANDONED 030
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Goods: 030 - Condiments, namely, ketchup, mustard, relish, and combinations thereof

United States	1760471.000004-41	Arcobasso Foods Inc.	27 Aug 2014 86/378,669	07 Apr 2015 4,716,136	REGISTERED 030
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CURRENT DUE	ACTION
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4/7/2021 AFFIDVT OF USE 8 & 15

4/7/2025 US RENEWAL/DEC USE

Goods: 030 - Condiments, namely, ketchup, mustard, relish, and combinations thereof

END OF REPORT

TOTAL ITEMS SELECTED =

41

SCHEDULE 3

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None.