

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM770630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASIC AMERICAN, INC.		11/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA		
Street Address:	2100 Ross Avenue, Suite 2500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1335727	AUTOMASH	
Registration Number:	6439905	BASIC AMERICAN FOODS	
Registration Number:	6029615	BEANCRAFT	
Registration Number:	4762029	BRILLIANT BEGINNINGS	
Registration Number:	1237521	CLASSIC CASSEROLE	
Registration Number:	2829017		
Registration Number:	2820492	EASY MASH'D	
Registration Number:	3634731	EXCEL	
Registration Number:	5812649	FLAVORINGS	
Registration Number:	5812648	FLAVORINGS	
Registration Number:	2025243	GOLDEN GRILL	
Registration Number:	4503155	MODERN TABLE	
Registration Number:	5492156	MODERN TABLE	
Registration Number:	2175459	NATURE'S OWN	
Registration Number:	6440866	PERFECTING POTATOES FOR MORE THAN 80 YEA	
Registration Number:	2910073	POTATO PEARLS	
Registration Number:	1552125	POTATO PEARLS COUNTRY STYLE	
Registration Number:	1963400	POTATO PEARLS EXCEL	
Registration Number:	2206238	QUICK-START	

CH \$815.00 1335727

Property Type	Number	Word Mark
Registration Number:	0922874	REDI-SHRED
Registration Number:	3417308	SAFE-T-CAN
Registration Number:	1431369	SANTIAGO
Registration Number:	6356930	SANTIAGO
Registration Number:	4721704	SPLENDID STARTS
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:	4783471	X-TEND
Registration Number:	5172040	X-TRATOS

CORRESPONDENCE DATA

Fax Number: 7196331518

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: 719-473-3800

Email: jill.chalmers@bclplaw.com, anne.scholl@bclplaw.com

Correspondent Name: Jill J. Chalmers

Address Line 1: 90 South Cascade Avenue, Suite 1300

Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER:	1762926.132
NAME OF SUBMITTER:	Jill Chalmers
SIGNATURE:	/jill chalmers/
DATE SIGNED:	11/29/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("**Trademark Security Agreement**"), dated as of November 17, 2022, is made by **BASIC AMERICAN, INC.**, a Delaware corporation ("**Grantor**") in favor of **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a New Jersey corporation (the "**Secured Party**").

Secured Party, Grantor, and certain affiliates of Grantor have entered into a Loan Agreement dated as of the same date herewith (the "**Loan Agreement**"), as secured by Security Instrument. Capitalized terms used but not defined herein shall have the meanings when used herein as are set forth in the Loan Agreement.

Under the terms of the Loan Agreement and the Security Instrument, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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, 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.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the other Loan Documents, which are hereby incorporated by reference. The provisions of the Loan Agreement and other Loan Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark 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.

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

6. **Governing Law.** This Trademark 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by the laws of the State of New York in accordance with Section 10.03 of the Loan Agreement.

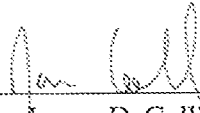
[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR:

BASIC AMERICAN, INC.,
a Delaware corporation

By:


Name: James D. Collins


Title: Vice President, Chief Financial Officer

Trademark Security Agreement
Basic American Foods
Loan Nos. 717 612 286 and 717 612 269
606063893

TRADEMARK
REEL: 007903 FRAME: 0749

LENDER:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By: 
Name: Lucas M. McCarthy
Title: Vice President

Trademark Security Agreement
Basic American Foods
Loan Nos. 717 612 286 and 717 612 269
606063893

TRADEMARK
REEL: 007903 FRAME: 0750

SCHEDULE 1**TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed</u>	<u>Granting Jurisdiction</u>
Basic American, Inc.	POTATO PEARLS	1141017	11/06/2012	Australia
Basic American, Inc.	FARM HOUSE	TMA446565	08/25/1995	Canada
Basic American, Inc.	GOLDEN GRILL	TMA267700	03/26/1982	Canada
Basic American, Inc.	MODERN TABLE	TMA1044382	09/20/2013	Canada
Basic American, Inc.	MODERN TABLE (pasta)	Pending 1045859	07/30/2019	Canada
Basic American, Inc.	POTATO PEARLS	TMA475787	05/06/1997	Canada
Basic American, Inc.	POTATO PEARLS EXCEL	TMA477850	06/16/1997	Canada
Basic American, Inc.	WHIPP	169965	07/10/1970	Canada
Basic American, Inc.	BASIC (in Chinese)	4136512	01/21/2009	China
Basic American, Inc.	POTATO PEARLS	VA197200454	12/29/1972	Denmark
Basic American, Inc.	BASIC AMERICAN	1661438	07/17/2001	European Union
Basic American, Inc.	POTATO PEARLS	010843001	01/02/2013	European Union
Basic American, Inc.	NATURE'S OWN	99803040	07/15/1999	France
Basic American, Inc.	POTATO PEARLS	1263945	09/16/1983	France
Basic American, Inc.	POTATO PEARLS	302427921	11/07/2012	Hong Kong
Basic American, Inc.	POTATO PEARLS	IDM000495538	09/20/2015	Indonesia
Basic American, Inc.	POTATO PEARLS	1141017	11/06/2012	International Registration

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed</u>	<u>Granting Jurisdiction</u>
				Madrid Protocol
Basic American, Inc.	POTATO PEARLS	1556122	09/21/1973	Italy
Basic American, Inc.	BASIC AMERICAN FOODS	6525726	03/10/2022	Japan
Basic American, Inc.	POTATO PEARLS	1141017	11/06/2012	Japan
Basic American, Inc.	POTATO PEARLS	1141017	11/06/2012	Korea
Basic American, Inc.	POTATO PEARLS	2012019399	01/03/2014	Malaysia
Basic American, Inc.	BASIC AMERICAN FOODS	2253585	06/02/2021	Mexico
Basic American, Inc.	BASIC AMERICAN FOODS	2257466	06/08/2021	Mexico
Basic American, Inc.	POTATO PEARLS	T1219930H	05/11/2015	Singapore
Basic American, Inc.	MAGIC POTATIS PARLOR and Design	147341	05/31/1974	Sweden
Basic American, Inc.	POTATO PEARLS	1612177	12/01/2013	Taiwan
Basic American, Inc.	POTATO PEARLS	TM383260	08/04/2014	Thailand
Basic American, Inc.	BASIC AMERICAN	UK00901661438	07/17/2001	United Kingdom
Basic American, Inc.	NATURE'S OWN	2202993	04/06/2001	United Kingdom
Basic American, Inc.	POTATO PEARLS	1092860	03/21/1978	United Kingdom
Basic American, Inc.	POTATO PEARLS	UK00910843001	01/02/2013	United Kingdom

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed</u>	<u>Granting Jurisdiction</u>
Basic American, Inc.	AUTOMASH	1335727	05/14/1985	United States
Basic American, Inc.	BASIC AMERICAN FOODS	6439905	08/03/2021	United States
Basic American, Inc.	BEANCRAFT	6029615	04/07/2020	United States
Basic American, Inc.	BRILLIANT BEGINNINGS	4762029	06/23/2015	United States
Basic American, Inc.	CLASSIC CASSEROLE	1237521	05/10/1983	United States
Basic American, Inc.	DESIGN SUNSET LOGO	2829017	04/06/2004	United States
Basic American, Inc.	EASY MASH'D	2820492	03/02/2004	United States
Basic American, Inc.	EXCEL	3634731	06/09/2009	United States
Basic American, Inc.	FLAVORINGS	5812649	06/23/2019	United States
Basic American, Inc.	FLAVORINGS and Design	5812648	06/23/2019	United States
Basic American, Inc.	GOLDEN GRILL	2025243	12/24/1996	United States
Basic American, Inc.	MODERN TABLE	4503155	03/25/2014	United States
Basic American, Inc.	MODERN TABLE (pasta)	5492156	06/12/2018	United States
Basic American, Inc.	NATURE'S OWN	2175459	07/21/1998	United States
Basic American, Inc.	PERFECTING POTATOES FOR MORE THAN 80 YEARS logo	6440866	08/03/2021	United States
Basic American, Inc.	POTATO PEARLS	2910073	12/14/2004	United States

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed</u>	<u>Granting Jurisdiction</u>
Basic American, Inc.	POTATO PEARLS COUNTRY STYLE	1552125	08/15/1989	United States
Basic American, Inc.	POTATO PEARLS EXCEL	1963400	03/19/1996	United States
Basic American, Inc.	QUICK START	2206238	11/24/1998	United States
Basic American, Inc.	REDI-SHRED	0922874	10/26/1971	United States
Basic American, Inc.	SAFE-T-CAN	3417308	04/29/2008	United States
Basic American, Inc.	SANTIAGO	1431369	03/03/1987	United States
Basic American, Inc.	SANTIAGO Stylized	6356930	05/18/2021	United States
Basic American, Inc.	SPLENDID STARTS (Divided)	4721704	04/14/2015	United States
Basic American, Inc.	SUN SPICED AND DESIGN	2918325	01/18/2005	United States
Basic American, Inc.	SUNSET	2829018	04/06/2004	United States
Basic American, Inc.	SUNSPICED	1023890	10/28/1975	United States
Basic American, Inc.	TEPEE	2822077	03/16/2004	United States
Basic American, Inc.	TEPEE AND DESIGN	2712864	05/06/2003	United States
Basic American, Inc.	WHIPP	3238200	05/01/2007	United States
Basic American, Inc.	X-TEND	4783471	07/28/2015	United States
Basic American, Inc.	X-TRATOS	5172040	03/28/2017	United States

Applications:

<u>Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Granting Jurisdiction</u>
Basic American, Inc.	BASIC AMERICAN FOODS	2095247	Canada
Basic American, Inc.	EAT MODERN	1986601	Canada
Basic American, Inc.	EATING WITH A MODERN MINDSET	1986602	Canada
Basic American, Inc.	MODERN TABLE Logo	1986599	Canada
Basic American, Inc.	BASIC AMERICAN FOODS	55336335	China (People's Republic)
Basic American, Inc.	BASIC AMERICAN FOODS	55354973	China (People's Republic)
Basic American, Inc.	BASIC AMERICAN FOODS	TM2021008852	Malaysia
Basic American, Inc.	BASIC AMERICAN FOODS	40202107252V	Singapore
Basic American, Inc.	BASIC AMERICAN FOODS	110020702	Taiwan

All Other Trademarks:

<u>Owner</u>	<u>Description</u>	<u>Authority</u>	<u>Jurisdiction</u>
Basic American, Inc.	Kern-dried™	Common law	United States
Basic American, Inc.	Smart Servings™	Common law	United States
Basic American, Inc.	Idaho Spuds™	Common law	United States

<u>Owner</u>	<u>Description of Licensed Intellectual Property</u>
Basic American, Inc.	SUNSPICED Word: U.S. 1,023,890

	Design: U.S. 2,918,325
Basic American, Inc.	TEPEE Word: U.S. 2,822,077 Design: U.S. 2,712,864
Basic American, Inc.	SUNSET Word: U.S. 2,829,018 Design: U.S. 2,829,017
Basic American, Inc.	SUNSPICED Canada 115,246
Basic American, Inc.	SUNSPICED Word: U.S. 1,023,890 Design: U.S. 2,918,325
Basic American, Inc.	TEPEE Word: U.S. 2,822,077 Design: U.S. 2,712,864
Basic American, Inc.	SUNSET Word: U.S. 2,829,018 Design: U.S. 2,829,017
Basic American, Inc.	SUNSPICED Canada 115,246