

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM770673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic American, Inc.		11/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East, Suite 1300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
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: 2027393001

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: 202.739.3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438-0928
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/Jennifer C. Evans/
DATE SIGNED:	11/29/2022

Total Attachments: 10

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Version)#page8.tif

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of November, 2022, by and between the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, certain affiliates of Grantor, and Secured Party, the Secured Party has agreed to make certain financial accommodations available to Borrowers (as defined in the Credit Agreement) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Secured Party that certain Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademark, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement..

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

BASIC AMERICAN, INC.

By: _____

Name: James D. Collins

Title: Vice President, Chief Financial Officer

SECURED PARTY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB2/ 44397924

TRADEMARK
REEL: 007903 FRAME: 0821

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

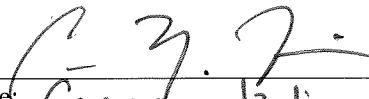
GRANTOR:

BASIC AMERICAN, INC.

By: _____
Name: James D. Collins
Title: Vice President, Chief Financial Officer

SECURED PARTY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By:  _____
Name: Cameron Izadi
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB2/ 44397924

**TRADEMARK
REEL: 007903 FRAME: 0822**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Registrations:

Owner	Trademark	Registration Number	Date Filed	Granting Jurisdiction
Basic American, Inc.	POTATO PEARLS	1141017	06-Nov-2012	Australia
Basic American, Inc.	FARM HOUSE	TMA446565	25-Aug-1995	Canada
Basic American, Inc.	GOLDEN GRILL	TMA267700	26-Mar-1982	Canada
Basic American, Inc.	MODERN TABLE	TMA1044382	20-Sep-2013	Canada
Basic American, Inc.	MODERN TABLE (pasta)	Pending 1045859	30-Jul-2019	Canada
Basic American, Inc.	POTATO PEARLS	TMA475787	06-May-1997	Canada
Basic American, Inc.	POTATO PEARLS EXCEL	TMA477850	16-Jun-1997	Canada
Basic American, Inc.	WHIPP	169965	10-Jul-1970	Canada
Basic American, Inc.	BASIC (in Chinese)	4136512	21-Jan-2009	China
Basic American, Inc.	POTATO PEARLS	VA197200454	29-Dec-1972	Denmark
Basic American, Inc.	BASIC AMERICAN	1661438	17-Jul-2001	European Union
Basic American, Inc.	POTATO PEARLS	010843001	02-Jan-2013	European Union
Basic American, Inc.	NATURE'S OWN	99803040	15-Jul-1999	France
Basic American, Inc.	POTATO PEARLS	1263945	16-Sep-1983	France
Basic American, Inc.	POTATO PEARLS	302427921	07-Nov-2012	Hong Kong

Basic American, Inc.	POTATO PEARLS	IDM000495538	20-Sep-2015	Indonesia
Basic American, Inc.	POTATO PEARLS	1141017	06-Nov-2012	International Registration Madrid Protocol
Basic American, Inc.	POTATO PEARLS	1556122	21-Sep-1973	Italy
Basic American, Inc.	BASIC AMERICAN FOODS	6525726	10-Mar-2022	Japan
Basic American, Inc.	POTATO PEARLS	1141017	06-Nov-2012	Japan
Basic American, Inc.	POTATO PEARLS	1141017	06-Nov-2012	Korea
Basic American, Inc.	POTATO PEARLS	2012019399	03-Jan-2014	Malaysia
Basic American, Inc.	BASIC AMERICAN FOODS	2253585	02-Jun-2021	Mexico
Basic American, Inc.	BASIC AMERICAN FOODS	2257466	08-Jun-2021	Mexico
Basic American, Inc.	POTATO PEARLS	T1219930H	11- May-2015	Singapore
Basic American, Inc.	MAGIC POTATIS PARLOR and Design	147341	31-May-1974	Sweden
Basic American, Inc.	POTATO PEARLS	1612177	01-Dec-2013	Taiwan
Basic American, Inc.	POTATO PEARLS	TM383260	04-Aug-2014	Thailand
Basic American, Inc.	BASIC AMERICAN	UK00901661438	17-Jul-2001	United Kingdom
Basic American, Inc.	NATURE'S OWN	2202993	06-Apr-2001	United Kingdom
Basic American, Inc.	POTATO PEARLS	1092860	21-Mar-1978	United Kingdom
Basic American, Inc.	POTATO PEARLS	UK00910843001	02-Jan-2013	United Kingdom
Basic American, Inc.	AUTOMASH	1335727	14-May-1985	United States
Basic American, Inc.	BASIC AMERICAN FOODS	6439905	03-Aug-2021	United States

Basic American, Inc.	BEANCRAFT	6029615	07-Apr-2020	United States
Basic American, Inc.	BRILLIANT BEGINNINGS	4762029	23-Jun-2015	United States
Basic American, Inc.	CLASSIC CASSEROLE	1237521	10-May-1983	United States
Basic American, Inc.	DESIGN SUNSET LOGO	2829017	06-Apr-2004	United States
Basic American, Inc.	EASY MASH'D	2820492	02-Mar-2004	United States
Basic American, Inc.	EXCEL	3634731	09-Jun-2009	United States
Basic American, Inc.	FLAVORINGS	5812649	23-Jun-2019	United States
Basic American, Inc.	FLAVORINGS and Design	5812648	23-Jun-2019	United States
Basic American, Inc.	GOLDEN GRILL	2025243	24-Dec-1996	United States
Basic American, Inc.	MODERN TABLE	4503155	25-Mar-2014	United States
Basic American, Inc.	MODERN TABLE (pasta)	5492156	12-Jun-2018	United States
Basic American, Inc.	NATURE'S OWN	2175459	21-Jul-1998	United States
Basic American, Inc.	PERFECTING POTATOES FOR MORE THAN 80 YEARS logo	6440866	03-Aug-2021	United States
Basic American, Inc.	POTATO PEARLS	2910073	14-Dec-2004	United States
Basic American, Inc.	POTATO PEARLS COUNTRY STYLE	1552125	15-Aug-1989	United States
Basic American, Inc.	POTATO PEARLS EXCEL	1963400	19-Mar-1996	United States
Basic American, Inc.	QUICK START	2206238	24-Nov-1998	United States
Basic American, Inc.	REDI-SHRED	0922874	26-Oct-1971	United States
Basic American, Inc.	SAFE-T-CAN	3417308	29-Apr-2008	United States

Basic American, Inc.	SANTIAGO	1431369	03-Mar-1987	United States
Basic American, Inc.	SANTIAGO Stylized	6356930	18-May-2021	United States
Basic American, Inc.	SPLENDID STARTS (Divided)	4721704	14-Apr-2015	United States
Basic American, Inc.	SUN SPICED AND DESIGN	2918325	18-Jan-2005	United States
Basic American, Inc.	SUNSET	2829018	06-Apr-2004	United States
Basic American, Inc.	SUNSPICED	1023890	28-Oct-1975	United States
Basic American, Inc.	TEPEE	2822077	16-Mar-2004	United States
Basic American, Inc.	TEPEE AND DESIGN	2712864	06-May-2003	United States
Basic American, Inc.	WHIPP	3238200	01-May-2007	United States
Basic American, Inc.	X-TEND	4783471	28-Jul-2015	United States
Basic American, Inc.	X-TRATOS	5172040	28-Mar-2017	United States

Applications:

Owner	Description	Application Number	Date Filed	Granting Jurisdiction
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

Common law trademarks:

Kern-dried™

Smart Servings™

Idaho Spuds™