

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786242

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		11/11/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Basic American, Inc.		
Street Address:	2999 Oak Road, Suite 800		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1335727	AUTOMASH	
Registration Number:	6439905	BASIC AMERICAN FOODS	
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	
Registration Number:	0922874	REDI-SHRED	
		TRADEMARK	

Property Type	Number	Word Mark
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
Registration Number:	6029615	BEANCRAFT

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:	02/11/2023

Total Attachments: 7
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of November 11, 2022, and made by and among **BASIC AMERICAN, INC.**, a Delaware corporation (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of June 29, 2015, made by the Grantor in favor of Agent (the "Security Agreement"), a security interest was granted by Grantor to Agent in certain collateral, including the Trademark Collateral (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on June 30, 2015, at Reel/Frame 005566/0203; and

WHEREAS, Agent now desires to terminate and release the Security Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent hereby states as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

2. Termination and Release. Agent hereby:

a. absolutely, unconditionally and irrevocably terminates the Security Agreement, and any other agreement under which the Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, or under the Trademark Collateral;

b. absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, hypothecation and lien on, and security interest in and to, the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

c. represents and warrants that it has full authority to execute and deliver this Termination; and

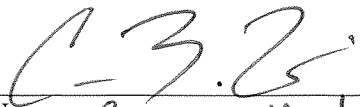
d. authorizes the recordation of this Release with the United States Patent and Trademark Office.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm or reflect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to the Trademark Collateral, Agent will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

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

By: 
Name: *Cameron M. Iadi*
Title: Authorized Signatory

Schedule A

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™