

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7665832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BASIC AMERICAN, INC.	11/17/2022
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
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7074450
Patent Number:	7026006
CORRESPONDENCE DATA	
Fax Number:	(303)866-0200
<i>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.</i>	
Phone:	303-866-0269
Email:	bcipdocketing@bclplaw.com
Correspondent Name:	ANNE SCHOLL
Address Line 1:	1700 LINCOLN STREET, SUITE 4100
Address Line 4:	DENVER, COLORADO 80203
ATTORNEY DOCKET NUMBER:	1762926.132
NAME OF SUBMITTER:	ANNE SCHOLL
SIGNATURE:	/Anne Scholl/
DATE SIGNED:	11/29/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (“**Patent Security Agreement**”), dated as of November 17, 2022, is made by and between **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 the 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 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 Patent 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 “**Patent Collateral**”):

(a) the patents, patent applications, and patent licenses 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) 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 Patents and any other government officials to record and register this Patent Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Patent 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

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remedies of Secured Party with respect to the Patent Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Patent 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 Patent 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 Patent 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 Patent 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.

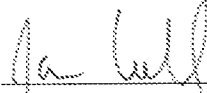
[signature page to follow]

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

GRANTOR:

BASIC AMERICAN, INC.,
a Delaware corporation

By:



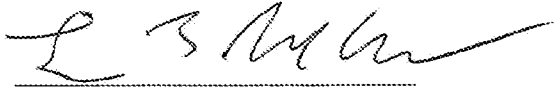
Name: James D. Collins

Title: Vice President, Chief Financial Officer

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LENDER:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By: 

Name: Lucas M. McCarthy
Title: Vice President

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SCHEDULE 1

PATENTS, APPLICATIONS, AND LICENSES

Patents

Registrations:

<u>Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Date Filed</u>	<u>Granting Jurisdiction</u>
Basic American, Inc.	DEHYDRATED MASH POTATO PRODUCT & PROCESS	7074450	07/11/2006	United States
Basic American, Inc.	DEHYDRATED MASH POTATO PROCESS	7026006	04/11/2006	United States

Applications: N/A