

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest (First Lien)
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pinnacle Agriculture Enterprises, LLC		03/08/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Pinnacle Agriculture Distribution, Inc.
<b>Street Address:</b>	4850 Hahns Peak Drive
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Loveland
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80538
<b>Entity Type:</b>	Corporation: MISSISSIPPI

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4761389	AGONE APPLICATION SERVICES
Registration Number:	4223080	BEFORE SEED BEYOND HARVEST
Registration Number:	4761427	BEFORE SEED · BEYOND HARVEST AG1ONE APPL
Registration Number:	4993960	BEFORE SEED BEYOND HARVEST PERFORMANCE A
Registration Number:	4993959	BEFORE SEED BEYOND HARVEST PERFORMANCE A
Registration Number:	4798979	BEFORE SEED BEYOND HARVEST PERFORMANCE A
Registration Number:	4923196	BEFORE SEED BEYOND HARVEST PROVIDENCE AG
Registration Number:	4804772	EVERFARM
Registration Number:	3551378	EYENEEININFO
Registration Number:	4520057	FARMLINE
Registration Number:	4256645	FARMLINE FINANCING RESOURCE FOR GROWERS
Registration Number:	4316527	FIELD MAKER
Registration Number:	4308913	FORE RUNNER
Registration Number:	3501188	HARVEY'S AGRICULTURAL SOLUTIONS
Registration Number:	4194033	HARVEY'S AGRICULTURAL SOLUTIONS
Registration Number:	4498600	
Registration Number:	4584917	NH3 SERVICE CO. ROOT ZONE FERTILIZERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4584919	NH3 SERVICE CO. ROOT ZONE FERTILIZERS SA
Registration Number:	3625387	ORTHOPEDIC CENTER OF EXCELLENCE
Registration Number:	4923197	PROVIDENCE AGRICULTURE
Registration Number:	4397123	ROOT ZONE
Registration Number:	4223095	SANDERS
Registration Number:	4223096	
Registration Number:	4260080	SURE SHOT
Registration Number:	4498601	WILDWOOD GENETICS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** kepark@paulweiss.com, aspoto@paulweiss.com

**Correspondent Name:** Kevin E. Park

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 20388-005

**NAME OF SUBMITTER:** Kevin Park

**SIGNATURE:** /Kevin Park/

**DATE SIGNED:** 03/08/2017

**Total Attachments: 4**

source=IP Trademark Release - PAD (PAE 1L)#page1.tif

source=IP Trademark Release - PAD (PAE 1L)#page2.tif

source=IP Trademark Release - PAD (PAE 1L)#page3.tif

source=IP Trademark Release - PAD (PAE 1L)#page4.tif

NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of March 8, 2017 is made by Pinnacle Agriculture Enterprises, LLC, in its capacity as Initial Lender (referred to herein as the "Initial Lender"), in favor of Pinnacle Agriculture Distribution, Inc., a Mississippi corporation (the "Company"), pursuant to that certain Collateral Agreement (First Lien DDTL), dated as of September 20, 2016 (and as the same may be further amended or modified from time to time, the "Collateral Agreement"), among the Company, the Initial Lender and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the Intellectual Property Security Agreement (First Lien DDTL), dated as of September 20, 2016, in favor of the Initial Lender (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company assigned and pledged to the Initial Lender a security interest in all of its IP Collateral (as defined in the Trademark Security Agreement), including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Initial Lender recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on September 29, 2016, at Reel/Frame No. 5886/0817; and

WHEREAS, the Initial Lender has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Initial Lender agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Release of Security Interest. The Initial Lender does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Initial Lender, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Initial Lender hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to

memorialize the release of the security interest of the Initial Lender in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Initial Lender further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.


SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

IN WITNESS WHEREOF, the Initial Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

PINNACLE AGRICULTURE ENTERPRISES, LLC,  
as Initial Lender

By:   
Name: David W. Bullock  
Title: Executive Vice President Chief  
Financial Officer and Assistant  
Treasurer

## SCHEDULE A

### U.S. Trademark Registrations

Mark Name	Registration No.	Registration Date
AgOne Application Services	4,761,389	6/23/2015
Before Seed Beyond Harvest	4,223,080	10/9/2012
Before Seed Beyond Harvest AgOne Application Services Logo	4,761,427	6/23/2015
Before Seed Beyond Harvest Performance Agriculture (w/ enclosed Logo)	4,993,960	7/5/2016
Before Seed Beyond Harvest Performance Agriculture (w/ open Logo)	4,993,959	7/5/2016
Before Seed Beyond Harvest Performance Agriculture (w/open Logo)	4,798,979	8/25/2015
Before Seed Beyond Harvest Providence Agriculture (w/logo)	4,923,196	3/22/2016
EverFarm	4,804,772	9/1/2015
EyeNeedInfo	3,551,378	12/23/2008
Farmline	4,520,057	4/29/2014
Farmline Financing Resource for Growers	4,256,645	12/11/2012
Field Maker	4,316,527	4/9/2013
Fore Runner	4,308,913	3/26/2013
Harvey's Agricultural Solutions	3,501,188	9/16/2008
Harvey's Agricultural Solutions (w/Logo)	4,194,033	8/21/2012
Leaf Logo (Wildwood)	4,498,600	3/18/2014
NH3 Service Co. Root Zone Fertilizers	4,584,917	8/12/2014
NH3 Service Co. Root Zone Fertilizers Salinas Greenfield Hollister (w/Logo)	4,584,919	8/12/2014
OptiGro	3,624,387	5/19/2009
Providence Agriculture	4,923,197	3/22/2016
Root Zone	4,397,123	9/3/2013
SANDERS (with Sun & Fields Logo)	4,223,095	10/9/2012
Sun & Fields Logo	4,223,096	10/9/2012
Sure Shot	4,260,080	12/18/2012
WildWood Genetics	4,498,601	3/18/2014

### U.S. Trademark Applications

None.