

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418850

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

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Innvictis Crop Care, LLC
Street Address:	4850 Hahns Peak Drive
Internal Address:	Suite 200
City:	Loveland
State/Country:	COLORADO
Postal Code:	80538
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	4988749	CROSSOVER
Registration Number:	4834576	NIRVANA
Registration Number:	4988751	OVERRULE
Registration Number:	4988750	RAVAGE
Registration Number:	4988748	VOLTAGE ENDURX
Serial Number:	87168956	ALLEVIA
Serial Number:	86452546	ALTITUDE CROP INNOVATIONS
Serial Number:	87168749	ANOVA
Serial Number:	87128100	ARRIVE
Serial Number:	86837128	AVENGER S3
Serial Number:	87168953	BINDER
Serial Number:	87168753	BLANCO
Serial Number:	87168756	BRIDGER
Serial Number:	87168760	CALDERA
Serial Number:	87172174	CATERRA GENETICS
Serial Number:	87168762	CIVIC
Serial Number:	87168959	CIVILITY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87128103	CREVACE
Serial Number:	87087934	CUT THROAT
Serial Number:	87168960	DERIVE
Serial Number:	87005075	DEVOUR
Serial Number:	86837144	DEVOUR
Serial Number:	87168768	DIVERSE K
Serial Number:	87170136	DIVULGE
Serial Number:	87087932	ELIMINATE
Serial Number:	87168975	ENVELOP
Serial Number:	87168981	GALVAN
Serial Number:	87087939	GOLD RUSH
Serial Number:	87087942	GRAVITAS
Serial Number:	87128105	HAVOC
Serial Number:	87168773	IMMERSE
Serial Number:	87169111	INVICTIS CROP CARE, LLC
Serial Number:	87168775	IVC 5150
Serial Number:	87128107	LIVID
Serial Number:	87081272	MOUNTAINEER
Serial Number:	87168978	MULTITUDE
Serial Number:	87142568	NAVIGATOR
Serial Number:	87128110	NOVUS
Serial Number:	87168727	N-VEIL
Serial Number:	87087943	PECOS
Serial Number:	87128109	PETRA
Serial Number:	87142566	PITON
Serial Number:	87087947	PROMINENCE
Serial Number:	87168963	QUARRY
Serial Number:	87142556	QUIVER
Serial Number:	87142554	RAPPEL
Serial Number:	87142553	RENDEZVOUS
Serial Number:	87168979	REVAMP
Serial Number:	86837145	REVEAL
Serial Number:	86837139	REVEAL ENDURX
Serial Number:	87087948	REVIZE
Serial Number:	87081274	SIMANTA
Serial Number:	87168743	STRIVE
Serial Number:	87142550	TENSION
Serial Number:	86837150	THRIVE

Property Type	Number	Word Mark
Serial Number:	87142549	TRAIL HEAD
Serial Number:	87081276	TREVO
Serial Number:	87142547	TRIVANT
Serial Number:	87142546	VACATE
Serial Number:	87168954	V-AGRI
Serial Number:	87168732	VAIL
Serial Number:	87081275	VAMOS
Serial Number:	87081278	VANDAL
Serial Number:	86814751	VARSIITY
Serial Number:	87169315	V-DRIFT
Serial Number:	87081280	VELOMAX
Serial Number:	87168966	VELOUR
Serial Number:	87168967	VENTURI
Serial Number:	87081281	VERIFACT
Serial Number:	87170872	VERIFY
Serial Number:	87168971	VERIMAX
Serial Number:	87168973	VERITAS
Serial Number:	87168974	VESPER
Serial Number:	87142544	VIBE
Serial Number:	87142543	VIGIL
Serial Number:	87168951	VIRIDIS
Serial Number:	87128111	VIRTUE
Serial Number:	87081273	VISOR
Serial Number:	87172360	VIXEN
Serial Number:	87168776	VOYAGER

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: 5

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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 Innvictis Crop Care, LLC, a Delaware limited liability company (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. 5886/0855; 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
Crossover	4,988,749	6/28/2016
Nirvana	4,834,576	10/20/2015
Overrule	4,988,751	6/28/2016
Ravage	4,988,750	6/28/2016
Voltage Endurx	4,988,748	6/28/2016

U.S. Trademark Applications

Mark Name	Serial No.	Filing Date
Allevia	87/168,956	9/13/2016
Altitude Crop Innovations	86/452,546	11/12/2014
Anova	87/168,749	9/12/2016
Arrive	87/128,100	8/4/2016
Avenger S3	86/837,128	12/2/2015
Binder	87/168,953	9/13/2016
Blanco	87/168,753	9/12/2016
Bridger	87/168,756	9/12/2016
Caldera	87/168,760	9/12/2016
Caterra Genetics	87/172,174	9/15/2016
Civic	87/168,762	9/12/2016
Civility	87/168,959	9/13/2016
Crevice	87/128,103	8/4/2016
Cut Throat	87/087,934	6/29/2016
Derive	87/168,960	9/13/2016
Devour	87/005,075	4/18/2016
Devour	86/837,144	12/2/2015
Diverse K	87/168,768	9/12/2016
Divulge	87/170,136	9/13/2016
Eliminate	87/087,932	6/29/2016
Envelop	87/168,975	9/13/2016
Galvan	87/168,981	9/13/2016
Gold Rush	87/087,939	6/29/2016
Gravitas	87/087,942	6/29/2016
Havoc	87/128,105	8/4/2016
Immerse	87/168,773	9/12/2016
INNVICTIS CROP CARE, LLC	87/169,111	9/13/2016
IVC 5150	87/168,775	9/12/2016
Livid	87/128,107	8/4/2016
Mountaineer	87/081,272	6/23/2016
Multitude	87/168,978	9/13/2016
Navigator	87/142,568	8/18/2016
Novus	87/128,110	8/4/2016
N-Veil	87/168,727	9/12/2016

Mark Name	Serial No.	Filing Date
Pecos	87/087,943	6/29/2016
Petra	87/128,109	8/4/2016
Piton	87/142,566	8/18/2016
Prominence	87/087,947	6/29/2016
Quarry	87/168,963	9/13/2016
Quiver	87/142,556	8/18/2016
Rappel	87/142,554	8/18/2016
Rendezvous	87/142,553	8/18/2016
Revamp	87/168,979	9/13/2016
Reveal	86/837,145	12/2/2015
Reveal Endurx	86/837,139	12/2/2015
Revize	87/087,948	6/23/2016
Simanta	87/081,274	6/23/2016
Strive	87/168,743	9/12/2016
Tension	87/142,550	8/18/2016
Thrive	86/837,150	12/2/2015
Trail Head	87/142,549	8/18/2016
Trevo	87/081,276	6/23/2016
Trivant	87/142,547	8/18/2016
Vacate	87/142,546	8/18/2016
V-Agri	87/168,954	9/13/2016
Vail	87/168,732	9/12/2016
Vamos	87/081,275	6/23/2016
Vandal	87/081,278	6/23/2016
Varsity	86/814,751	11/10/2015
V-Drift	87/169,315	9/13/2016
Velomax	87/081,280	6/23/2016
Velour	87/168,966	9/13/2016
Venturi	87/168,967	9/13/2016
Verifact	87/081,281	6/23/2016
Verify	87/170,872	9/13/2016
Verimax	87/168,971	9/13/2016
Veritas	87/168,973	9/13/2016
Vesper	87/168,974	9/13/2016
Vibe	87/142,544	8/18/2016
Vigil	87/142,543	8/18/2016
Virdis	87/168,951	9/13/2016
Virtue	87/128,111	8/4/2016
Visor	87/081,273	6/23/2016
Vixen	87/172,360	9/15/2016
Voyager	87/168,776	9/12/2016