

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		03/10/2017	National Banking Association:
RECEIVING PARTY DATA			
Name:	Pinnacle Agriculture Distribution, Inc.		
Street Address:	4850 Hahns Peak Drive		
Internal Address:	Suite 200		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80538		
Entity Type:	Corporation: MISSISSIPPI		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3551378	EYENEEEDINFO	
Registration Number:	3624387	OPTIGRO	
Registration Number:	4223080	BEFORE SEED BEYOND HARVEST	
Registration Number:	4223095	SANDERS	
Registration Number:	4223096		
Registration Number:	4256645	FARMLINE FINANCING RESOURCE FOR GROWERS	
Registration Number:	4260080	SURE SHOT	
Registration Number:	4316527	FIELD MAKER	
Registration Number:	4308913	FORE RUNNER	
Registration Number:	4520057	FARMLINE	
Registration Number:	4498600		
Registration Number:	4498601	WILDWOOD GENETICS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kepark@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Kevin E. Park		
TRADEMARK			

CH \$315.00 3551378

Address Line 1: Paul Weiss Rifkind Wharton &Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 20388-005

NAME OF SUBMITTER: Kevin Park

SIGNATURE: /Kevin Park/

DATE SIGNED: 03/10/2017

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST, dated as of March 10, 2017 (this "Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the "Releasor"), in favor of Pinnacle Agriculture Distribution, Inc. (formerly known as Jimmy Sanders Incorporated) ("Pinnacle").

WHEREAS, reference is made to (i) that certain Indenture, dated as of September 18, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Pinnacle Operating Corporation (the "Issuer"), the Guarantors party thereto and the Releasor and (ii) that certain Collateral Agreement, dated as of September 18, 2013 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Issuer, each subsidiary of the Issuer party thereto and the Releasor as Collateral Agent. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Indenture;

WHEREAS, pursuant to and as set forth in Trademark Security Agreement (Second Lien), dated as of September 18, 2013 (the "Trademark Security Agreement") and collectively with the Collateral Agreement, the "Security Agreements"), made by Pinnacle in favor of the Collateral Agent, Pinnacle assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in (referred to in this Release as the "Security Interest") all of its right, title and interest in, to or under the IP Collateral (as defined therein), including the United States trademark registrations and applications listed on Schedule I hereto (the "Released Trademarks"), and all related goodwill therein (collectively, the "Released Trademarks Collateral"), and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on September 19, 2013 at Reel 5114, Frame 386;

WHEREAS, Sections 9.02 and 11.04(a) of the Indenture allow the release all or substantially all of the Collateral from the Lien of the Indenture and the Security Documents with respect to the Notes (the "Collateral Release") with the consent of the holders of at least 66.67% in aggregate principal amount of the outstanding Notes;

WHEREAS, the Issuer distributed a Confidential Offering Memorandum and Consent Solicitation Statement dated January 30, 2017 (the "Offering Memorandum"), in order to, among other things, subject to the terms and conditions set forth in the Offering Memorandum, solicit consents (the "Consents") from holders to certain amendments to the Indenture and the Notes and to the Collateral Release;

WHEREAS, the holders of at least 66.67% in principal amount of the outstanding Notes have validly tendered Consents and not validly withdrawn their Consents to the Collateral Release; and

WHEREAS, pursuant to the terms of the Indenture and Collateral Agreement, the Releasor shall, as requested by Pinnacle, terminate and release its Security Interest with respect to the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Releasor hereby (i) unconditionally, irrevocably and absolutely terminates, extinguishes, cancels, releases and forever discharges its Security Interest and all of its right, title and interest in, to or under the Released Trademark Collateral pledged and granted pursuant to the Security Agreements and (ii) terminates the Security Agreements with respect to the Released Trademark Collateral and reassigns to Pinnacle any and all right, title and interest that the Releasor may have in, to or under any of the Released Trademark Collateral.

2. Authorization to Record. The Releasor authorizes and requests that the USPTO and any applicable government officer record this Release with the USPTO.

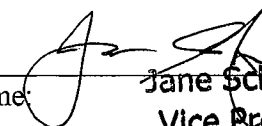
3. Further Assurances. The Releasor agrees to cooperate with Pinnacle and, solely at the expense of Pinnacle, to provide Pinnacle with such information and additional authorization and to execute and deliver to Pinnacle additional instruments and to take such action, in each case, as Pinnacle may reasonably request or as may be desirable to effect and record with the USPTO the release of the Releasor's Security Interest in or to the Released Trademark Collateral.

4. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Releasor has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, in its capacity as the
Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President




[Pinnacle - Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 006007 FRAME: 0634

**Schedule I
to
Release of Trademark Security Interest**

Released Trademarks

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EyeNeedInfo	3,551,378	12/23/2008
OptiGro	3,624,387	05/19/2009
BEFORE SEED BEYOND HARVEST	4,223,080	10/09/2012
Design of Sanders with sun & fields logo: 	4,223,095	10/09/2012
Design of a sun & fields logo: 	4,223,096	10/09/212
Famline Financing Resource for Growers	4,256,645	12/11/2012
Sure Shot	4,260,080	12/18/2012
FIELD MAKER	4,316,527	04/09/2013
FORE RUNNER	4,308,913	03/26/2013
FARMLINE	4,520,057	04/29/2014
Design of a leaf logo: 	4,498,600	03/18/2014
WILDWOOD GENETICS	4,498,601	03/18/2014