

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		12/20/2017	Bank: CANADA

RECEIVING PARTY DATA

Name:	Midtech R&D, Inc.
Street Address:	1120 Lake Avenue
City:	Fairmont
State/Country:	MINNESOTA
Postal Code:	56031
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3967951	EVENT
Registration Number:	4172526	FACTOR
Registration Number:	4243518	HARVEST MAX
Registration Number:	4520452	LOCKDOWN
Registration Number:	4507310	N-CLINE
Registration Number:	4506861	NUTRIPOLY
Registration Number:	4385294	PHOS GROW 40
Registration Number:	4247315	PLEXUS
Registration Number:	4486233	PRO-LOCK
Registration Number:	4238379	R2G
Registration Number:	3945562	REVEL
Serial Number:	86046729	BRUTE
Serial Number:	86188293	DOMINANCE
Serial Number:	85115263	FOLIAR MAX
Serial Number:	86107233	FUNCTION
Serial Number:	86188294	MARQUEE
Serial Number:	86238882	MIX-ALL
Serial Number:	85708672	N SHIELD UREASE INHIBITOR
Serial Number:	86227003	ORTECH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85210948	PACER
Serial Number:	86226990	PURITY
Serial Number:	86081746	READY PHOS
Serial Number:	86227009	RECON
Serial Number:	86231060	READYN
Serial Number:	85961230	ROBUST
Serial Number:	86226998	R-WAY
Serial Number:	86238881	STAYDOWN
Serial Number:	86226973	SUNDANCE
Serial Number:	86226994	TRADITION 93
Serial Number:	86188296	UPPERHAND
Serial Number:	85820414	UPRISE COMPLETE
Serial Number:	86161600	VALET
Serial Number:	85425842	VERSAPLUS

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: michael.barys@clarivate.com

Correspondent Name: Nancy A. Zarazua

Address Line 1: 111 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Nancy A. Zarazua

SIGNATURE: /Michael Barys/

DATE SIGNED: 12/26/2017

Total Attachments: 6

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of Montreal, as Administrative Agent

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 20, 2017

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Midtech R&D, Inc.

Street Address: 1120 Lake Avenue

City: Fairmont

State: Minnesota

Country: USA Zip: 56031

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Minnesota
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number:

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Nancy A. Zarazua for Chapman and Cutler LLP

December 21, 2017

Signature

Date

Nancy A. Zarazua, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Release*") dated December 20, 2017, by Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "*Agent*");

WITNESSETH:

WHEREAS, Midtech R&D, Inc., a Minnesota corporation ("*Debtor*"), with its mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031 and Agent were parties to a certain Trademark Security Agreement dated July 2, 2014, between Debtor and Agent which was recorded in the United States Patent and Trademark Office on July 7, 2014, at Reel 5317, Frame 0550 (the "*Agreement*"), pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Property and reassign the same to Debtor;

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

AGREEMENT:

1. Agent acting in its capacity as an authorized agent for the Secured Parties hereby releases the security interests granted in the Agreement, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its and Secured Parties' right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, except that this document shall not operate as a sale, transfer, conveyance or other assignment of any intent to use trademark application to the extent that such application is pending without a Statement of Use having been filed and accepted, in which case this document shall operate only to release a security interest in such application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

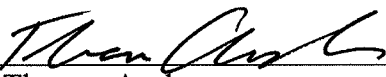
2. Agent represents and warrants that it has the full legal capacity, power and authority to enter into this Release and to bind the Secured Parties to this Release. This Release constitutes the legal, valid and binding obligation of Agent and Secured Parties and is enforceable against them in accordance with its terms.

3. Agent authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the Release hereby given.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By 
Name: Thomas Ausborn
Title: Director

[Signature Page]

**SCHEDULE A
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARKS

MIDTECH R&D, INC.		
MARK	MARK (WORDS)	REGISTRATION No.
EVENT	EVENT	3967951
FACTOR	FACTOR	4172526
HARVEST MAX	HARVEST MAX	4243518
LOCKDOWN	LOCKDOWN	4520452
N-CLINE	N-CLINE	4507310
NUTRI-POLY	NUTRI-POLY	4506861
PHOS GROW 40	PHOS GROW 40	4385294
PLEXUS	PLEXUS	4247315
PRO LOCK	PRO LOCK	4486233
R2G	R2G	4238379
REVEL	REVEL	3945562

PENDING U.S. TRADEMARKS

MIDTECH R&D, INC.		
MARK	MARK (WORDS)	SERIAL No.
BRUTE	BRUTE	86046729
DOMINANCE	DOMINANCE	86188293
FOLIAR MAX	FOLIAR MAX	85115263
FUNCTION	FUNCTION	86107233
MARQUEE	MARQUEE	86188294
MIX-ALL	MIX-ALL	86238882
	N SHIELD UREASE INHIBITOR (Design)	85708672
ORTECH (Word Mark)	ORTECH (Word Mark)	86227003
PACER	PACER	85210948
PURITY (Word Mark)	PURITY (Word Mark)	86226990

MIDTECH R&D, INC.		
MARK	MARK (WORDS)	SERIAL NO.
READY PHOS	READY PHOS	86081746
READY-N (Word Mark)	READY-N (Word Mark)	86231060
RECON (Word Mark)	RECON (Word Mark)	86227009
ROBUST	ROBUST	85961230
R-WAY (Word Mark)	R-WAY (Word Mark)	86226998
STAYDOWN	STAYDOWN	86238881
SUNDANCE (Word Mark)	SUNDANCE (Word Mark)	86226973
TRADITION 93 (Word Mark)	TRADITION 93 (Word Mark)	86226994
UPPERHAND	UPPERHAND	86188296
UPRISE COMPLETE	UPRISE COMPLETE	85820414
VALET	VALET	86161600
VERSAPLUS	VERSAPLUS	85425842