

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adams Street Credit Advisors LP, as administrative agent		01/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Zochem ULC		
Street Address:	1 Tilbury Court		
City:	Brampton		
State/Country:	CANADA		
Postal Code:	L6T 3T4		
Entity Type:	unlimited liability company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1033496	ZINSTABE	
Registration Number:	2073983	AGRAZINC	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414-319-7153		
Email:	mtraut@foley.com,jolsen@foley.com		
Correspondent Name:	Maximilian W. Traut/ Foley & Lardner LL		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
DOMESTIC REPRESENTATIVE			
Name:	Foley & Lardner LLP/Maximilian W. Traut		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
NAME OF SUBMITTER:	Maximilian W. Traut		
SIGNATURE:	/s/ Max Traut		
DATE SIGNED:	01/09/2019		

OP \$65.00 1033496

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 9, 2019 (“Release”), is made by Adams Street Credit Advisors LP, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”) in favor of Zochem ULC, a British Columbia unlimited liability company (the “Canadian Borrower”) formed as a result of the amalgamation of Zochem ULC (the “Original Canadian Borrower”) and Zochem Inc. (the “Original Canadian Guarantor”, and together with the Original Canadian Borrower, the “Predecessor Canadian Grantors”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of September 29, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among each of the Predecessor Canadian Grantors and the other Grantors (as defined therein) party thereto in favor of the Administrative Agent, and the Trademark Security Agreement, dated as of September 29, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by the Original Canadian Guarantor in favor of the Administrative Agent, the Original Canadian Guarantor granted to the Administrative Agent, for the benefit of the Term Loan Secured Parties, a security interest in all of its Trademarks and Trademark Licenses, including those listed on Schedule I of the Trademark Security Agreement (the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on October 2, 2017 at reel 6168 frame 0316.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Term Loan Secured Parties, and the Canadian Borrower agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or the IP Security Agreement, as applicable.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Term Loan Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in and to all of the Trademark Collateral, including, but not limited to, the Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the Security Agreement and the Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at the Canadian Borrower’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with New York law, without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction.

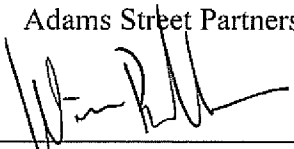
[signature page follows]

IN WITNESS WHEREOF, the Administrative on behalf of the Term Loan Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ADAMS STREET CREDIT ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC,
its general partner

By: Adams Street Partners, LLC, its member

By: 
Name: William B. Sacher
Title: Partner

Trademark Release (United States)
Zochem ULC

Schedule A

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Zochem ULC	“ZINSTABE”	1,033,496	February 17, 1976
Zochem ULC	“AGRAZINC”	2,073,983	June 24, 1977

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.