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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM514627

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		03/15/2019	National Association: DELAWARE

RECEIVING PARTY DATA

Name:	Agspring Idaho, LLC		
Street Address:	5250 W 116th Place, Suite 200		
City:	Leawood		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4849214	THRESHER · ARTISAN WHEAT · AN AGSPRING C	
Registration Number:	4849215	THRESHER ARTISAN WHEAT	

CORRESPONDENCE DATA

Fax Number: 2028874288

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.

Phone: 214-969-2741

Email: BLOVE@AKINGUMP.COM

Correspondent Name: Brenda Love

Address Line 1: 1333 New Hampshire Avenue, N.W.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	689483.0030
NAME OF SUBMITTER:	Brenda Love
SIGNATURE:	/Brenda Love/
DATE SIGNED:	03/15/2019

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of March 15, 2019 and granted by U.S. Bank National Association, as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below, in favor of Agspring Idaho, LLC ("Grantor").

WHEREAS, pursuant to that certain Term Credit Agreement dated as of December 14, 2015 (as amended by that certain First Amendment, dated as of December 13, 2016, that certain Amendment and Forbearance to Term Credit Agreement, dated as of July 20, 2017, that certain Second Amendment, dated as of September 22, 2017, that certain Third Amendment, dated as of January 22, 2018, that certain Fourth Amendment, dated as of June 1, 2018, that certain Fifth Amendment, dated as of August 1, 2018, that certain Sixth Amendment, dated as of the date hereof, and as further amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement") among Agspring, LLC, a Delaware limited liability company, as borrower, Administrative Agent, and the lenders party thereto (the "Lenders"), (i) the Grantor, the Administrative Agent, and the other grantors named therein entered into that certain Security Agreement, dated as of December 14, 2015 (the "Security Agreement") and (ii) Grantor executed and delivered to the Administrative Agent that certain Grant of Trademark Security Interest by and between Grantor and the Administrative Agent dated as of December 14, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement" and, together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor pledged and granted to the Administrative Agent a security interest in all of the rights, title and interests of Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005689, Frame 0346 on December 15, 2015;

WHEREAS, Administrative Agent desires to release its security interest in and lien on the Trademark Collateral (as defined below), including but not limited to, all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, services marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles or other source or business identifiers and applications pertaining thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent hereby states as follows:

1. Definition. The term "<u>Trademark Collateral</u>", as used herein, shall mean all of Grantor's rights, title and interest in and to the following (in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located) (the "<u>Trademark Collateral</u>"):

- a. all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles or other source or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries;
- b. all extensions or renewals of any of the foregoing;
- c. all goodwill of such Grantor's business symbolized by any of the foregoing;
- d. the right to sue or otherwise recover for past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and
- e. all proceeds, products, rents and profits of or from any and all of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due or payable with respect thereto and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Release, the term "proceeds" shall have the meaning assigned to the term "Proceeds" in the UCC.
- 2. Release of Security Interest. Administrative Agent, on behalf of itself and the other Secured Parties (as defined in the Security Agreement), hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interest in and lien on the Trademark Collateral and reassigns to Grantor all rights, title and interests it may have in, to and under the Trademark Collateral, without recourse or representation or warranty of any kind by the Administrative Agent.

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IN WITNESS WHEREOF, the undersigned has executed this Release of Trademark Security Interest, effective as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, as

Administrative Agent

By:___ Name:

域mes A. Hanley Vice President

Title:

Signature Page to Release of Trademark Security Interest

Schedule A

Trademarks, Service Marks, Trademark Licenses

UNITED STATES TRADEMARKS:

<u>Owner</u>	<u>Trade mark</u>	Application/ Registration	Application/ Registration
		Number	<u>Date</u>
Agspring Idaho, LLC	Thresher Artisan Wheat	App: 86396401	App: September 16, 2014
		Reg: 4849215	Reg: November 10, 2015
Agspring Idaho, LLC	Thresher Artisan Wheat an Aspring Company	App: 86396389	App: September 16, 2014
		Reg: 4849214	Reg: November 10, 2015

Schedule to Release of Trademark Security Interest

RECORDED: 03/15/2019