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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM515225 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Macquarie Bank Limited		03/15/2019	Limited Partnership: AUSTRALIA

### **RECEIVING PARTY DATA**

Name:	Agspring Idaho, LLC
Street Address:	5250 W 116th Place Ste 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:	4849215	THRESHER ARTISAN WHEAT	
Registration Number:	4849214	THRESHER · ARTISAN WHEAT · AN AGSPRING C	

### **CORRESPONDENCE DATA**

**Fax Number:** 6127661600

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:** 612-766-6911

**Email:** susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 S 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	03/20/2019

### **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 Macquarie Bank Limited ("Macquarie"), as administrative agent (in such capacity, the "Administrative Agent") under the Credit Agreement referred to below, in favor of Agspring Idaho, LLC ("Grantor").

WHEREAS, pursuant to that certain Credit Agreement dated as of December 14, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Agspring, LLC, a Delaware limited liability company, as borrower, Macquarie, as 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 005702, Frame 0347 on December 31, 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. <u>Definition</u>. The term "Trademark Collateral", as used herein, shall mean all of Grantor's rights, title and interests in and to the following (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 Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "<u>Trademarks</u>"), 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 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.

MACQUA	KIK BANK LIMITED, as	
Administat	ive Agent /	
ву:	X-X&	
Name: ∭	John 7 60/1/911	•
Title:	Nivisian Director	
Ву:		
Name:		
Title:	Daniel Feit	
	Division Director	

State of New York §

County of New York §

This instrument was acknowledged before me on this day of Mayof, 2019, by Andrew as a Division Director, each of Macquarie Bank Limited, on behalf of Macquarie Bank Limited.

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Notary Public in and for

The State of New York Name: Year 1

My Commission Expires:

# Schedule A

# Trademarks, Service Marks, Trademark Licenses

# **UNITED STATES TRADEMARKS:**

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

Schedule to Release of Trademark Security Interest

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**RECORDED: 03/20/2019**