

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		03/15/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Actagro, LLC		
Street Address:	677 West Palmdon Drive, #108		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4259552	KATALYST	
CORRESPONDENCE DATA			
Fax Number:	3036073600		
<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:	303-607-3954		
Email:	trademark@faegrebd.com		
Correspondent Name:	Julie Bellville/Faegre Baker Daniels LLP		
Address Line 1:	3200 Wells Fargo Center, 1700 Lincoln St		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	419661.2787		
NAME OF SUBMITTER:	Julie A. Bellville		
SIGNATURE:	/Julie Bellville/		
DATE SIGNED:	04/03/2019		
Total Attachments: 3			
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OP \$40.00 4259552

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 15, 2019, by ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), as Agent ("Secured Party") in favor of Actagro, LLC, a Delaware limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor executed that certain Trademark Security Agreement dated as of May 9, 2013 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on May 9, 2013, at Reel 5024, Frame 0635; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party, on behalf of itself and the Lenders and the L/C Issuers, hereby terminates, cancels, releases and discharges its security interest in and Lien on all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

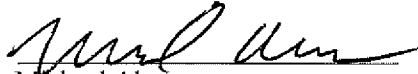
2. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: 
Name: Michael Ahrens
Title: Duly Authorized Signatory

Trademark Release and Reassignment

TRADEMARK
REEL: 006608 FRAME: 0618

SCHEDULE 1

REGISTERED TRADEMARKS

Registered Trademarks:	Country of Registration:	Date of Registration:	Registration Number:	Owner:
KATALYST	USA	12/11/12	4259552	Actagro, LLC

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.