

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517289

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: 12			
Property Type	Number	Word Mark	
Registration Number:	1412770	ACTAGRO	
Registration Number:	3721486	ACTAGRO LIQUID HUMUS	
Registration Number:	3280776	ACTAGRO ORGANIC ACIDS	
Registration Number:	2525812	STRUCTURE	
Registration Number:	2418335	LOA	
Registration Number:	2750715	REWARD	
Registration Number:	2860410	PHOCON	
Registration Number:	2051161	MONARCH	
Registration Number:	1866147	KWIK-START	
Registration Number:	2637041	FOLOPLEX	
Registration Number:	1212048	ACID-GRO	
Registration Number:	2636455	CACHE	
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		

OP \$315.00 1412770

Address Line 1:	3200 Wells Fargo Center, 1700 Lincoln St
Address Line 4:	Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	419661.2787
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NAME OF SUBMITTER:	Julie A. Bellville
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SIGNATURE:	/Julie Bellville/
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DATE SIGNED:	04/03/2019
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Total Attachments: 3

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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 December 30, 2011 (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 December 30, 2011, at Reel 4689, Frame 0440; 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.

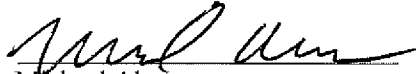
2. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

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: 006618 FRAME: 0487

SCHEDULE 1

REGISTERED TRADEMARKS

Registered Trademarks:	Country of Registration:	Date of Registration:	Registration Number:	Owner:
Actagro®	USA	10/14/1986	1412770	Actagro, LLC
Actagro Liquid Humus®	USA	12/8/2009	3721486	Actagro, LLC
Actagro Organic Acids®	USA	8/14/2007	3280776	Actagro, LLC
Structure®	USA	1/1/2002	2525812	Actagro, LLC
LOA®	USA	1/2/2001	2418335	Actagro, LLC
Reward®	USA	8/12/2003	2750715	Actagro, LLC
Phocon®	USA	7/6/2004	2860410	Actagro, LLC
Monarch®	USA	4/8/1997	2051161	Actagro, LLC
Cache®	USA	10/15/2002	2636455	Actagro, LLC
Kwik-Start®	USA	12/6/1994	1866147	Actagro, LLC
Foloplex®	USA	10/15/2002	2637041	Actagro, LLC
Acid-Gro®	USA	10/12/1982	1212048	Actagro, LLC
Actagro®	Greece	3/24/2004	146652	Actagro, LLC
Actagro®	International Registration	11/05/2009	1020722	Actagro, LLC
Actagro®	Mexico	3/19/1992	408354	Actagro, LLC
Actagro®	Turkey	10/21/1998	201475	Actagro, LLC
Actagro®	Columbia	11/16/2000	234438	Actagro, LLC
Actagro Phocon®	Turkey	02/22/2008	2008-09275	Actagro, LLC
Actagro Phocon®	Turkey	03/27/2007	2007-15515	Actagro, LLC

TRADEMARK APPLICATIONS

None.

IP LICENSES

1. Second Restated License Agreement, dated May 22, 2007, by and between Cosmocel, S.A. and Actagro, LLC.
2. Nonexclusive License Agreement, dated May 22, 2007, by and between Cosmocel, S.A. and Actagro, LLC.
3. Co-Existence Agreement, dated March 3, 1997, by and between Actagro, Inc. and Scott's Miracle-Gro Products, Inc. regarding the Kwik-Start trademark owned by Actagro, LLC.