

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAE NO.: 6440/0241		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT		11/22/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PESTELL MINERALS & INGREDIENTS INC.		
Street Address:	676 N. MICHIGAN AVENUE		
Internal Address:	SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5283637	PESTELL MINERALS & INGREDIENTS	
Registration Number:	5288770	WE DEAL IN AGRICULTURE	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	44969-1		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/27/2019		
Total Attachments: 3			
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TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT is made as of November 22, 2019, by ANTARES CAPITAL LP (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, PESTELL MINERALS & INGREDIENTS INC. (the “Grantor”) and Agent were parties to that certain Trademark Security Agreement dated as of June 1, 2018 (the “Trademark Security Agreement”) pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on September 18, 2018, at Reel 6440, Frame 0241;

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

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent’s security interest in the Trademarks and Trademark Collateral.

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

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all of Grantor’s Trademarks, including, without limitation, those referred to on Schedule A annexed hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Termination of Trademark Security Agreement to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: Colin W. Torrance
Name: Colin W Torrance
Title: Duly Authorized Signatory

SCHEDULE A

Trademark	Application No.	Application Date	Registration No.	Registration Date
PESTELL MINERALS & INGREDIENTS	87041457	5/18/2016	5283637	9/12/2017
WE DEAL IN AGRICULTURE	87041496	5/18/2016	5288770	9/19/2017