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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM554670

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bridgewell Resources LLC		12/20/2019	Limited Liability Company: OREGON

## **RECEIVING PARTY DATA**

Name:	Bridgewell Agribusiness LLC		
Street Address:	12420 SE Carpenter Dr.		
City:	Clackamas		
State/Country:	OREGON		
Postal Code:	97015		
Entity Type:	Limited Liability Company: OREGON		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	5331607	PRASADA	
Registration Number:	2725324	PAR4	

## **CORRESPONDENCE DATA**

**Fax Number:** 5037962900

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:** 5032229981

**Email:** trademarks@schwabe.com

Correspondent Name: Schwabe, Williamson & Wyatt, P.C. Address Line 1: 1211 SW 5th Ave., Suite 1900 Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER: Anthony D. Phillips

SIGNATURE: /Anthony D. Phillips/

DATE SIGNED: 12/23/2019

**Total Attachments: 3** source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of December 20, 2019, and granted by Bridgewell Resources LLC, an Oregon limited liability company ("Lender"), in favor of Bridgewell Agribusiness LLC, an Oregon limited liability company ("Grantor"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of December 29, 2017 (as amended and modified, the "Credit Agreement") by and among Lender and BWAB Holdings, LLC, Bridgewell Agribusiness LLC, and BWBV, LLC, each an Oregon limited liability company (collectively, "Borrower"), Grantor executed and delivered to Lender that certain Trademark Security Agreement by and between Grantor and Lender dated as of December 29, 2017 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor pledged and granted to Lender a Security Interest (as defined in the Trademark Security Agreement) in and to all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6245, Frame 0017 on January 9, 2018; and

WHEREAS, Grantor has requested that Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Lender may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

- 1. Release of Security Interest. Lender and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all of Grantor's right, title and interest, and reassigns to Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral, including but not limited to the following:
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including but not limited to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
  - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks, including the agreements set forth in Schedule 1 hereto;

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- any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Further Assurances. Lender agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BRIDGEWELL RESOURCES LLC

By:

Name: Christian Robinda

Title: Corp Controller

Address for Notices: PO Box 23372

Tigard, OR 97223

# SCHEDULE 1

# **TRADEMARKS**

# **Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
PRASADA	U.S.	5331607	11/07/2017	Bridgewell Agribusiness LLC
PAR4	U.S.	2725324	06/10/2003	Bridgewell Agribusiness LLC
ClackamasOILS	Oregon	46238	12/17/2016	Bridgewell Agribusiness LLC
ClackamasOILS	Washington	59529	12/15/2016	Bridgewell Agribusiness LLC
PRINCESA Orange	Canada	TMA639746	05/12/2005	Bridgewell Agribusiness LLC

# **Trademark Agreements**

Trademark License Agreement between Bridgewell Resources LLC and Bridgewell Agribusiness LLC dated effective December 29, 2017

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**RECORDED: 12/23/2019**