# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM563637

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900532141

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Bank of Montreal		01/16/2020	Chartered Bank: CANADA	

## **RECEIVING PARTY DATA**

Name:	Pinnacle Agriculture Distribution, Inc.	
Street Address:	18 N. Sharpe Drive	
City:	Cleveland	
State/Country:	MISSISSIPPI	
Postal Code:	38732	
Entity Type:	Corporation: MISSISSIPPI	

## **PROPERTY NUMBERS Total: 17**

THOFERT HOMBERS Total. 17					
Property Type	Number	Word Mark			
Serial Number:	77076669	DOUBLE BARREL			
Serial Number:	77077192	WILDLIFE IS OUR GAME			
Serial Number:	77198768	SUPER PLOT			
Serial Number:	77198807	WILDWOOD GENETICS			
Serial Number:	77320314	EYENEEDINFO			
Serial Number:	77378508	OVER & UNDER			
Serial Number:	77400280	EX-CALIBER			
Serial Number:	77464292	OPTIGRO			
Serial Number:	85406802	BEFORE SEED BEYOND HARVEST			
Serial Number:	85411934	SANDERS			
Serial Number:	85411945				
Serial Number:	85417462	SURE SHOT			
Serial Number:	85551010	FARMLINE FINANCING RESOURCE FOR GROWERS			
Serial Number:	85551128				
Serial Number:	85551205	WILDWOOD GENETICS			
Serial Number:	85692055	FIELD MAKER			
Serial Number:	85692056	FORE RUNNER			

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900536979

#### **CORRESPONDENCE DATA**

**Fax Number:** 3142592020

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:** 3142592000

Email: susan.murphy@bclplaw.com

Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	3001503.1
NAME OF SUBMITTER:	Lucinda A. Althauser
SIGNATURE:	/Lucinda A. Althauser/
DATE SIGNED:	02/25/2020

#### **Total Attachments: 3**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 16, 2020 (the "Effective Date"), is made by Bank of Montreal, in its capacity as Collateral Agent (the "Agent"), in favor of Pinnacle Agriculture Distribution, Inc. (the "Grantor").

WHEREAS, pursuant to that certain Collateral Agreement, dated as of November 15, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of November 15, 2012 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 19, 2012 at Reel/Frame 4903/0288;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the IP Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, together with all goodwill associated therewith, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the IP Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

> BANK OF MONTREAL, acting in its capacity as Collateral Agent for the Secured Parties

Name: Quinn Helden
Title: Managing Director

# Schedule I

# U.S. Trademark Registrations

		Serial	Filing	Reg.	
Owner	Trademark	No.	Date	No.	Reg. Date
Pinnacle Agriculture Distribution, Inc.	DOUBLE BARREL	77076669	01/05/2007	3493240	08/26/2008
Pinnacle Agriculture Distribution, Inc.	WILDLIFE IS OUR GAME	77077192	01/05/2007	3454542	06/24/2008
Pinnacle Agriculture Distribution, Inc.	Super Plot	77198768	06/06/2007	3525052	10/28/2008
Pinnacle Agriculture Distribution, Inc.	Wildwood Genetics	77198807	06/06/2007	3603257	04/07/2009
Pinnacle Agriculture Distribution, Inc.	EyeNeedInfo	77320314	11/02/2007	3551378	12/23/2008
Pinnacle Agriculture Distribution, Inc.	Over & Under	77378508	01/23/2008	3525574	10/28/2008
Pinnacle Agriculture Distribution, Inc.	Ex-Caliber	77400280	02/19/2008	3535273	11/18/2008
Pinnacle Agriculture Distribution, Inc.	OptiGro	77464292	05/02/2008	3624387	05/19/2009
Pinnacle Agriculture Distribution, Inc.	BEFORE SEED BEYOND HARVEST	85406802	08/25/2011	4223080	10/09/2012
Pinnacle Agriculture Distribution, Inc.	Design of SANDERS with sun & fields logo:	85411934	08/31/2011	4223095	10/09/2012
Pinnacle Agriculture Distribution, Inc.	Design of a sun & fields logo:	85411945	08/31/2011	4223096	10/09/2012
Pinnacle Agriculture Distribution, Inc.	SURE SHOT	85417462	09/08/2011	4260080	12/18/2012
Pinnacle Agriculture Distribution, Inc.	FARMLINE FINANCING RESOURCE FOR GROWERS	85551010	02/23/2012	4256645	12/11/2012
Pinnacle Agriculture Distribution, Inc.	Design of a leaf logo:	85551128	02/23/2012	4498600	03/18/2014
Pinnacle Agriculture Distribution, Inc.	WILDWOOD GENETICS	85551205	02/23/2012	4498601	03/18/2014
Pinnacle Agriculture Distribution, Inc.	FIELD MAKER	85692055	08/01/2012	4316527	04/09/2013
Pinnacle Agriculture Distribution, Inc.	FORE RUNNER	85692056	08/01/2012	4308913	03/26/2013

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**RECORDED: 01/22/2020**