## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM687866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		11/12/2021	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Terra - Mulch Products, LLC
Street Address:	750 W. Lake Cook Road, Suite 440
City:	Buffalo Grove
State/Country:	ILLINOIS
Postal Code:	60089
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3851536	BIOCOVER
Registration Number:	1709067	CON-TACK
Registration Number:	3792263	CONWED FIBERS
Registration Number:	3158735	
Registration Number:	3799000	ENVIROBLEND
Registration Number:	1743935	FUTERRA
Registration Number:	1772465	FUTERRA
Registration Number:	2985922	MULCH PRO
Registration Number:	2189875	SEED AIDE
Registration Number:	3723483	SEED AIDE AERO
Registration Number:	2319737	SEED PROTECTOR
Registration Number:	3708449	SLIKSHOT
Registration Number:	3733570	SOIL COVER
Registration Number:	2268870	TERRA MULCH
Registration Number:	2878938	TERRA-BLEND
Registration Number:	4179648	TERRA-FLAGE
Registration Number:	2268869	TERRA-MULCH
Registration Number:	3673790	TERRA-SHIELD
Registration Number:	2878939	TERRA-WOOD
	-	TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3738089	TRIFLO

#### **CORRESPONDENCE DATA**

**Fax Number:** 7045032622

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:** 7045032600

Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876.515199 - 6506.0593

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 11/12/2021

#### **Total Attachments: 4**

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# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of November 12, 2021, is made by Antares Capital LP, in its capacity as administrative agent and collateral agent (the "Collateral Agent"), in favor of Terra - Mulch Products, LLC, a Delaware limited liability company (the "Grantor"), as follows:

#### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time to date, the "Security Agreement"), among the Grantor and the other parties party thereto in favor of the Collateral Agent, and that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time to date), dated as of December 20, 2018 and recorded with the United States Patent and Trademark Office on December 21, 2018 at Reel/Frame 6506/0593 (the "Trademark Security Agreement"), the Grantor granted a security interest in certain collateral in favor of the Collateral Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its security interest in the IP Collateral described on <u>Annex I</u> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>", as used herein, shall mean all of the Grantor's right, title or interest in, or to any and all of the trademarks listed on <u>Annex I</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the IP Collateral, the Trademark Security Agreement and any and all right, title and interest of the Collateral Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Collateral Agent's security interest in the IP Collateral.
- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.
- 4. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK REEL: 007493 FRAME: 0812 IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,

as Collateral Agent

Name: Andrew Jones

Title: Duly Authorized Signatory

**ANNEX I** 

Trademark Registrations

BIOCOVER CON-TACK CONWED FIBERS DIAMOND DESIGN ENVIROBLEND	Application Number 77/863851 74/145843 77/737050 78/785184 77/845089	Application Date 3-Nov-09 7-Mar-91 14-May-09 4-Jan-06 9-Oct-09	Registration Number 3851536 1709067 1709263 3792263 3158735	Registration Date 21-Sep-10 18-Aug-92 25-May-10 17-Oct-06 8-Jun-10	Registered Registered Registered Registered Registered Registered	Terra-Mulch Products, LLC
DIAMOND DESIGN ENVIROBLEND	78/785184 77/845089	4-Jan-06 9-Oct-09	3158735 3799000	17-Oct-06 8-Jun-10	Re Re	gistered gistered
FUTERRA	74/154492	5-Apr-91	1743935	29-Dec-92	R	Registered
FUTERRA and Design	74/194398	13-Aug-91	1772465	18-May-93	I	Registered
MULCH PRO and Design	76/560417	24-Oct-03	2985922	16-Aug-05		Registered
SEED AIDE	75/213512	16-Dec-96	2189875	15-Sep-98		Registered
SEED AIDE AERO	77/582331	30-Sep-08	3723483	8-Dec-09		Registered
SEED PROTECTOR	75/390490	14-Nov-97	2319737	15-Feb-00		Registered
SLIKSHOT	77/717338	20-Apr-09	3708449	10-Nov-09		Registered
SOIL COVER	77/679944	27-Feb-09	3733570	5-Jan-10	[	Registered
TERRA MULCH and Design	75/496742	5-Jun-98	2268870	10-Aug-99	I	Registered
TERRA-BLEND	76/545089	3-Sep-03	2878938	31-Aug-04	7	Registered

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LLC	Registered	12-7411-10	3/30009	11-14141-03	///000100	IMITO
Tama Malah Broducts	Dorictored	12 Ion 10	2720000	11 Mar 00	77/600100	
Registered   Terra-Mulch Products,	Registered	31-Aug-04	2878939	3-Sep-03	76/545090	TERRA-WOOD
LLC						
Registered   Terra-Mulch Products,	Registered	25-Aug-09	3673790	11-Dec-07	77/348664	TERRA-SHIELD
L.L.C.						
Registered   Terra-Mulch Products,	Registered	10-Aug-99	2268869	86-unf-5	75/496741	TERRA-MULCH
LLC						
Registered   Terra-Mulch Products,	Registered	24-Jul-12	4179648	6-May-08	77/466560	TERRA-FLAGE
		Date	Number	Date	Number	
Owner	Status	Registration	Registration	Application	Application	Trademark

TRADEMARK
RECORDED: 11/12/2021 REEL: 007493 FRAME: 0815