

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687870

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:	Profile 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: 17			
Property Type	Number	Word Mark	
Registration Number:	2289734	3-D	
Registration Number:	2064888	DARKER DENSER DWARFER	
Registration Number:	5586936	DIRTRX PRESCRIPTION SOIL SOLUTIONS	
Registration Number:	4950131	ENHANCED SEED TECHNOLOGY	
Registration Number:	2293627	ENHANCER	
Registration Number:	4597927	FIBERRX PRESCRIPTION TAKIFIER SOLUTIONS	
Registration Number:	5034490	HYDRO STRAW	
Registration Number:	5685932	IF IT'S NOT 3-D, IT'S JUST GRASS	
Registration Number:	2807834	NATURE'S OWN	
Registration Number:	2716068	STRAWNET PELLETIZED STRAW	
Registration Number:	3227050	SUMMIT	
Registration Number:	3227048	SUMMIT SEED	
Registration Number:	2711329	THE ENHANCER	
Registration Number:	5485164	THE VEGETATOR VEGETATION IS PERMANENT ER	
Registration Number:	3005829	ULTRA 3-D SOD	
Registration Number:	5531887	VEGETATOR	
Serial Number:	88403882	HYDRO STRAW	
CORRESPONDENCE DATA			
TRADEMARK			

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 - 6875.0482
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	11/12/2021
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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 Profile 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 February 26, 2020 and recorded with the United States Patent and Trademark Office on February 26, 2020 at Reel/Frame 6875/0482 (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 Annex I 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. Definitions. The term “IP Collateral”, 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 Annex I 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. Delivery by Facsimile. 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. Governing Law. 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]

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



By: 
Name: Andrew Jones
Title: Duly Authorized Signatory

ANNEX I


Trademark Registrations

TRADEMARK REGISTRATIONS:

JURISDICTION	MARK	REG. NO.	REG. DATE
UNITED STATES	3-D	2289734	11/02/1999
UNITED STATES	DARKER DENSER DWARFER	2064888	05/27/1997
UNITED STATES		5586936	10/16/2018
UNITED STATES		4950131	05/03/2016
UNITED STATES		2293627	11/16/1999
UNITED STATES		4597927	09/02/2014
UNITED STATES	HYDRO STRAW	5034490	09/06/2016
UNITED STATES	IF IT'S NOT 3-D, IT'S JUST GRASS	5685932	02/26/2019
UNITED STATES	NATURE'S OWN	2807834	01/27/2004
UNITED STATES	STRAWNET PELLETIZED STRAW	2716068	05/13/2003

JURISDICTION	MARK	REG. NO.	REG. DATE
UNITED STATES		3227050	04/10/2007
UNITED STATES	SUMMIT SEED	3227048	04/10/2007
UNITED STATES	THE ENHANCER	2711329	04/29/2003
UNITED STATES		5485164	06/05/2018
UNITED STATES	ULTRA 3-D SOD	3005829	10/11/2005
UNITED STATES	VEGETATOR	5531887	07/31/2018

TRADEMARK APPLICATIONS:

JURISDICTION	MARK	REG. NO.	REG. DATE
UNITED STATES		Pending Ser. No. 88403882	Pending