

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (6)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Administrative Agent		10/15/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Alltech, Inc.		
Street Address:	3031 Catnip Hill Road		
City:	Nicholasville		
State/Country:	KENTUCKY		
Postal Code:	40356		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	4257705	TOWN BRANCH	
Registration Number:	4261162	DEMP	
Registration Number:	4257613	INTIVATE	
Registration Number:	4206076	ACTIGEN	
Registration Number:	4206075	ACTIGEN	
Registration Number:	4253125	KENTUCKY LIGHT	
Registration Number:	4253124	KENTUCKY ALE	
Registration Number:	4256696	KENTUCKY LIGHT	
Registration Number:	4256695	KENTUCKY ALE	
Registration Number:	4221536	CONNEMARA	
Registration Number:	4221534	CONNEMARA	
Registration Number:	4161399	ALLTECH ANGUS	
Registration Number:	4161398	ALLTECH ANGUS	
Registration Number:	4135567	ALLTECH	
Registration Number:	4160526	ALLTECH ANGUS	
Registration Number:	4142733	ALLTECH	
Registration Number:	4160390	INTEGRAL	
Registration Number:	4028757	ALLTECH	
Registration Number:	4028654	ALLTECH	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3886802	BLUEGRASS SUNDOWN
Registration Number:	4063667	PEARSE LYONS RESERVE
Registration Number:	3830032	KENTUCKY BOURBON BARREL ALE
Registration Number:	3795977	ALLTECH
Serial Number:	85966467	BLUEPRINT
Serial Number:	85951381	ALLTECH AGNETWORK
Serial Number:	85951262	AG
Serial Number:	85913374	KENTUCKY IPA
Serial Number:	85913279	KENTUCKY BOURBON BARREL STOUT
Serial Number:	85912952	KENTUCKY KOLSCH
Serial Number:	85912948	KENTUCKY LEMON BARREL SHANDY
Serial Number:	85857504	TOWN BRANCH
Serial Number:	85722870	AG ALLTECH AGNETWORK
Serial Number:	85638350	E
Serial Number:	85628983	LYONS FARM
Serial Number:	85611894	ALLTECH CROP SCIENCE
Serial Number:	85610590	DELICIOUS IS NUTRITIOUS
Serial Number:	85610487	ECOLOGAE
Serial Number:	85574124	ACTIGEN
Serial Number:	85574120	ACTIGEN
Serial Number:	85544744	N
Serial Number:	85519791	NATURALLY IT TASTES BETTER, IT'S ALL NAT
Serial Number:	77769123	LIFEFORCE FORMULA

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 017625.004855

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 11/30/2021

Total Attachments: 4

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source=2021 T&R of SI-T-6 from Bank of America, N.A., as AA to Alltech, Inc#page3.tif
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 15, 2021 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”), in favor of Alltech, Inc., a Kentucky corporation (“Grantor”).

WHEREAS, pursuant to that certain Third Amended and Restated Pledge and Security Agreement dated as of May 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto and the Trademark Security Agreement dated as of September 13, 2013 (“Trademark Security Agreement”) by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for the benefit of the Finance Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on September 17, 2013 at Reel 5112 Frame 0556.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Finance Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Finance Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Capacity. Under this Release, Bank of America, N.A. is a party not in its individual or corporate capacity, but solely in its capacity as the Administrative Agent under the Credit Agreement, and as Administrative Agent, shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement or other Loan Documents, as if such rights, privileges, immunities and indemnities were set forth herein.

SECTION 5. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Pledge and Security Agreement dated as of October 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time) by and among the Grantor, Bank of America, N.A., in its capacity as administrative agent thereto, and others party thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Finance Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Liliana Claar

Name: Liliana Claar

Title: Vice President