# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM691450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (8)

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Secured Party		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: 30

Property Type	Number	Word Mark
Registration Number:	3170402	STOCKER 4
Registration Number:	3102724	DE-ODORASE
Registration Number:	3102723	ALL-LAC
Registration Number:	3102722	ACID-ALL
Registration Number:	3102721	ACID-PAK 4-WAY 2X
Registration Number:	3039615	FEB-200
Registration Number:	2859363	NATURE BAN
Registration Number:	2763512	BIOPLEX
Registration Number:	2728783	LACTO-SACC
Registration Number:	2699945	A
Registration Number:	2695274	NUPRO
Registration Number:	2686061	MTB-100
Registration Number:	2677541	ALLZYME
Registration Number:	2671975	MOLD-ZAP
Registration Number:	2666431	SEL-PLEX
Registration Number:	2666430	AMAIZE
Registration Number:	2663086	YEA-SACC
Registration Number:	2663085	THERMOSACC
Registration Number:	2558862	FIBROZYME
		TRADEMARK

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**REEL: 007512 FRAME: 0775** 

Property Type	Number	Word Mark
Registration Number:	2465671	SIL-ALL 4X4
Registration Number:	2270184	ALLTECH
Registration Number:	2268156	ALLTECH
Registration Number:	2257341	OXIBAN
Registration Number:	2136134	FEEDING TIMES
Registration Number:	2022203	MOLD-ZAP
Registration Number:	2022202	BIO-MOS
Registration Number:	1974574	ALFA-SAVE
Registration Number:	1940658	YEA-SACC
Registration Number:	1917580	LACTO-SACC
Registration Number:	1570506	SIL-ALL

#### **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: 3**

source=2021 T&R of SI-T-8 from Bank of America, N.A., as Secured Party to Alltech, Inc#page1.tif source=2021 T&R of SI-T-8 from Bank of America, N.A., as Secured Party to Alltech, Inc#page2.tif source=2021 T&R of SI-T-8 from Bank of America, N.A., as Secured Party to Alltech, Inc#page3.tif

TRADEMARK REEL: 007512 FRAME: 0776

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 15, 2021 ("<u>Release</u>"), is made by Bank of America, N.A., as Secured Party ("<u>Secured Party</u>"), in favor of Alltech, Inc., a Kentucky corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Domestic Intellectual Property Security Agreement dated as of April 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Secured Party, and others party thereto and the First Amended and Restated Domestic Intellectual Property Security Agreement dated as of December 13, 2006 ("IP Security Agreement") by and among the Grantor and Secured Party, Grantor granted to the Secured Party a continuing lien on and security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral; and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on January 10, 2007 at Reel 3458 Frame 0123.

**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, Secured Party and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Secured Party, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the continuing lien on and security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or IP 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 Secured Party under the Credit Agreement, and as Secured Party, shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement, 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]

TRADEMARK
REEL: 007512 FRAME: 0777

**IN WITNESS WHEREOF**, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Secured Party

Name: Liliana Claar

Title: Vice President

**RECORDED: 11/30/2021**