

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (9)		
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: 33			
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			

OP \$840.00 3170402

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
Serial Number:	76621014	BIO-MOS FG IMMUNOSACCHARIDE
Serial Number:	76621010	DAIRY POWER DRENCH
Serial Number:	76621009	AQUA-MOS

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-9 from Bank of America, N.A., as Secured Party to Alltech, Inc#page1.tif

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source=2021 T&R of SI-T-9 from Bank of America, N.A., as Secured Party to Alltech, Inc#page3.tif

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 Secured Party (“Secured Party”), in favor of Alltech, Inc., a Kentucky corporation (“Grantor”).

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 Domestic Intellectual Property Security Agreement dated as of April 15, 2005 (“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 (“USPTO”) on April 22, 2005 at Reel 3071 Frame 0469.

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

SECTION 2. Termination and Release. 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]

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

By: Liliana Claar
Name: Liliana Claar
Title: Vice President