

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (13)		
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:	Ridley USA Inc.		
Street Address:	111 West Cherry Street, Suite 500		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56001		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5662231	AGRILYX	
Registration Number:	5633679	RITE TYME	
Registration Number:	5469567	OPTI-LAC	
Registration Number:	4507038	3 WAY	
Registration Number:	4473536	RANCH MIX	
Registration Number:	4462058	US FEEDS	
Registration Number:	4157856	RECHARGE	
Registration Number:	3681130	RUNNER'S RHYTHM	
Registration Number:	3344694	DEFIANCE	
Registration Number:	3180086	SANTERO	
Registration Number:	3142198	LITTLE WINGS	
Registration Number:	3023112	COUNTRY BALANCE	
Registration Number:	3018335	RAINBLOC	
Registration Number:	3004729	FUTURITY PRECISE	
Registration Number:	2731625	SHOW FLAKE	
Registration Number:	1954281	SHOW RING	
Registration Number:	1933019	PASTURE AID	
Registration Number:	1625576	RANCH-O	
Registration Number:	1625575	RANCH-WAY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1232950	WESTFEEDS
Registration Number:	1057869	ALL AMERICAN
Registration Number:	1031964	MOL-MAG
Registration Number:	0421426	RANCH-WAY RW
Serial Number:	88487459	RUMASSIST
Serial Number:	87920163	CHIKPEK
Serial Number:	87546896	ALLBITE

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

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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 Ridley USA Inc., a Minnesota 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 December 18, 2019 (“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 December 19, 2019 at Reel 6822 Frame 0242.

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