# OP \$1965.00 1646999

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM691462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (14)

# **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: 78**

Property Type	Number	Word Mark
Registration Number:	1646999	EQUI-STAR
Registration Number:	1644935	RUMA-BLOX
Registration Number:	3914805	PROGOLD
Registration Number:	3779109	ULTRACANE
Registration Number:	3610245	WINNING TIME
Registration Number:	3565178	SAND-AID
Registration Number:	3546690	RED A
Registration Number:	3496816	RANCH READY
Registration Number:	3477379	ENERGY-LIX
Registration Number:	3454352	LIQUID-FLEX
Registration Number:	3409074	ULTRALYX
Registration Number:	3321836	MOLASSES MAKES THE DIFFERENCE
Registration Number:	3299716	WEATHERALL
Registration Number:	3280949	WHEN NATURE ISN'T ENOUGH
Registration Number:	3237027	MONSTER DEER BLOCK
Registration Number:	3171231	SWEET CANE
Registration Number:	2876774	COPPERHEAD
Registration Number:	2855575	FUTURITY
Registration Number:	2827501	VMS
	-	TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	2805745	GOLDEN LYK
Registration Number:	2715730	MEAT MAKER
Registration Number:	2680948	BOVALYX
Registration Number:	2680947	ENPROAL
Registration Number:	2519689	RED A
Registration Number:	1907911	RED A FEEDS
Registration Number:	0935259	SWEETLIX
Registration Number:	0762839	SWEETLIX
Registration Number:	4778093	CFR
Registration Number:	4778092	COLD FLOW RESISTANCE
Registration Number:	4498754	DERMAJERKY
Registration Number:	4495847	SIMPLIFED
Registration Number:	4119285	BULLETPROOF
Registration Number:	3970343	MAGIC CELL
Registration Number:	3945421	JOINTJERKYTR
Registration Number:	3660157	ECOBARREL
Registration Number:	3628534	TG-LYX
Registration Number:	3592396	TMR SAFETY NET
Registration Number:	3496806	BIOTUB
Registration Number:	3442727	FLEX-AID
Registration Number:	3399186	BREED-UP
Registration Number:	3399143	FORAGE-LYX
Registration Number:	3349559	WEIGHT BOOSTER
Registration Number:	3336839	BIOBARREL
Registration Number:	3332734	FEED AND FORGET
Registration Number:	3317028	FLYPATROL
Registration Number:	3314244	META-BOLYX
Registration Number:	3228751	EASYLIX
Registration Number:	3209264	THE POWER OF CONTINUOUS NUTRIENT AVAILAB
Registration Number:	3204575	POWER-LYX
Registration Number:	3121773	FESCUE-PHOS
Registration Number:	3008011	CRYSTALYX VP
Registration Number:	2982218	BATTALION
Registration Number:	2958465	FASTER GROWTH IN THE BLUE BARREL
Registration Number:	2919626	RESULTS BY THE BARREL
Registration Number:	2897926	BUFFER-LYX
Registration Number:	2858632	EQUINEHP
Registration Number:	2858631	EQUINEHP

Property Type	Number	Word Mark
Registration Number:	2841317	CRYSTAL CLEAR ECONOMYX
Registration Number:	2813675	ROLYX
Registration Number:	2757363	GOAT-LYX
Registration Number:	2757351	SEED-LYX
Registration Number:	2667116	CREEP-LYX
Registration Number:	2660547	CALF-LYX
Registration Number:	2644176	WILD-LYX
Registration Number:	2506579	NATURALYX
Registration Number:	2483082	CRYSTAL-PHOS
Registration Number:	2434182	PHOS-LYX
Registration Number:	2302792	CATTLE CALL
Registration Number:	2286429	GO WITH THE BRAND YOU KNOW
Registration Number:	2034426	IONO-LYX
Registration Number:	2015863	THE POWER OF CONTINUOUS NUTRIENT DELIVER
Registration Number:	1915780	BRIGADE
Registration Number:	1909120	WHEAT-LYX
Registration Number:	1895832	DAIRY-LYX
Registration Number:	1894794	BEEF-LYX
Registration Number:	1691139	FESCUE-LYX
Registration Number:	1407344	STABLE-LYX
Registration Number:	1089036	CRYSTALYX

### 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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### 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 Administrative Agent ("<u>Administrative Agent</u>"), in favor of Ridley USA Inc., a Minnesota corporation ("<u>Grantor</u>").

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 March 7, 2017 ("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 ("<u>USPTO</u>") on March 9, 2017 at Reel 6006 Frame 0619.

**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**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. 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

Name: Liliana Claar

**RECORDED: 11/30/2021** 

Title: Vice President